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# THE MANOR OF FORDHAM
## AND ITS
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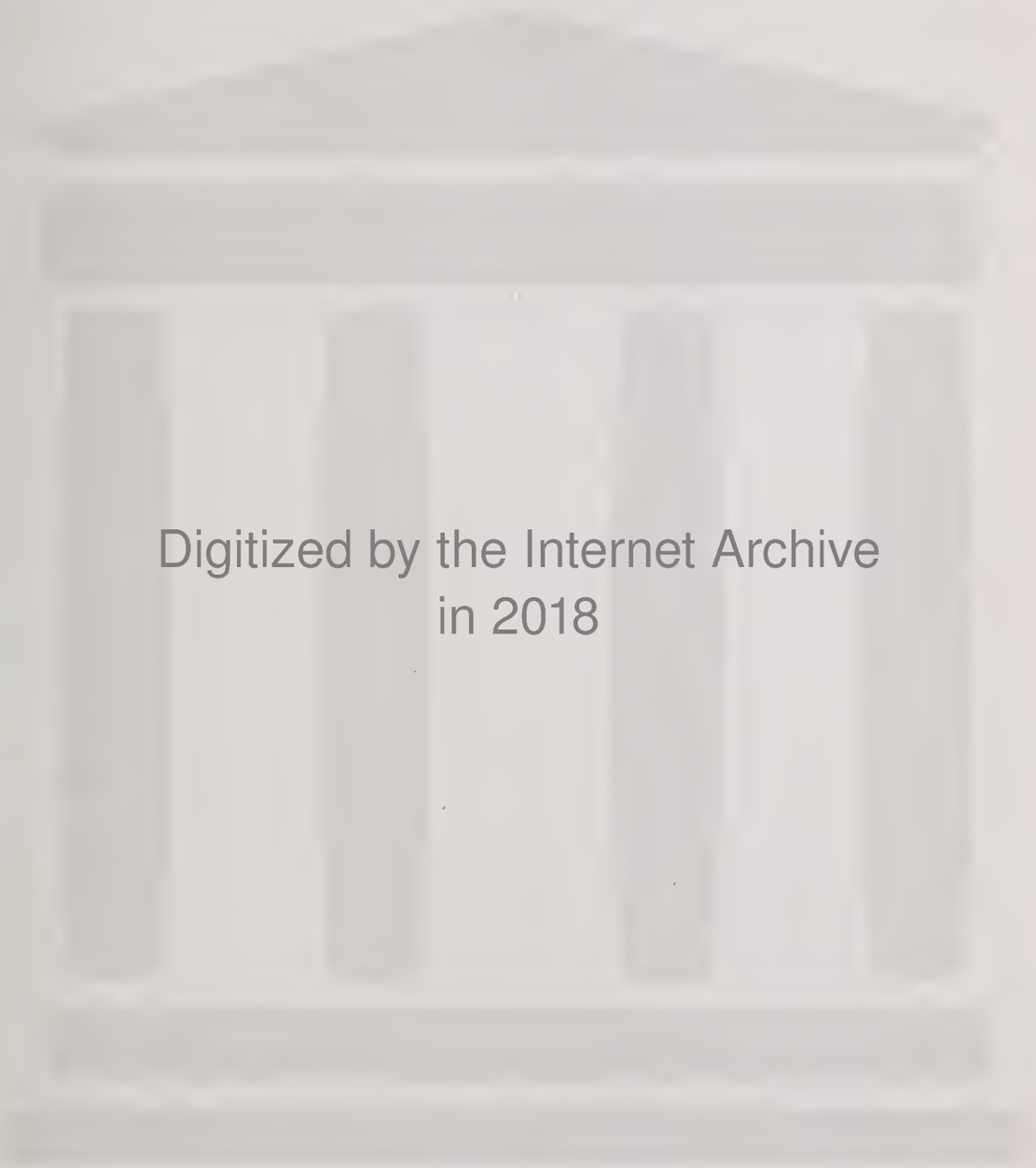

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Posting Notice of Sale of the Manor of Fordham on door of Parish Church of Westchester. From the painting by John Ward Dunsmore in possession of Title Guarantee and Trust Company of New York

# THE MANOR OF FORDHAM AND ITS FOUNDER

N.4.

HARRY C. W. MELICK

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# INTRODUCTION

NINETEEN manorial grants were made in the territory now comprising New York State during the first forty years of English rule. A handful of these were confirmatory of earlier grants, including the Dutch Patroonship of Rensselaerswyck, and a few were themselves confirmed by later grants, but all provided for a manorial system "with such full & absolute Immunityes and privileges . . . as of the Mannor of East-Greenwich in the County of Kent, in free and common Soccage, & by ffealty only." Not counted are three manors which were erected by New York Provincial governors in territory not within the present bounds of the State. The nineteen manorial grants, with name of the granting governor, the date (N.S.), and the first manorial grantee follow in chronological order:

(1) SHELTER ISLAND: Nicolls, May 31, 1666, to Nathaniel Sylvester

(2) PELHAM: Nicolls, October 6, 1666, to Thomas Pell

(3) FORDHAM: Lovelace, November 13, 1671, to John Archer

(4) FOXHALL: Lovelace, October 16, 1672, to Thomas Chambers

(5) SMITHTOWN: Andros, March 25, 1677, to Richard Smith

(6) QUEENS VILLAGE: Dongan, March 18, 1686, to James Lloyd

(7) LIVINGSTON: Dongan, July 22, 1686, to Robert Livingston

(8) GARDINER'S ISLAND: Dongan, September 11, 1686, to Linon Gardiner

(9) CASSILTOWN: Dongan, March 31, 1687, to John Palmer

(10) BENTLEY: Dongan, May 6, 1687, to Christopher Billopp

(11) PHILIPSBOROUGH: Fletcher, June 12, 1693, to Frederick Philipse

(12) ST. GEORGE: Fletcher, October 9, 1693, to William Smith

(13) FLETCHER: Fletcher, September 20, 1694, to John Evans

(14) MORRISANIA: Fletcher, May 8, 1697, to Lewis Morris

(15) SAGTIKOS: Fletcher, June 2, 1697, to Stephanus Van Cortlandt

(16) CORTLANDT: Fletcher, June 17, 1697, to Stephanus Van Cortlandt

(17) ISLIP GRANGE: Fletcher, September 9, 1697, to William Nicoll(s)

(18) SCARSDALE: Nanfan, March 21, 1702, to Caleb Heathcote

(19) RENSSELAERSWYCK: Cornbury, May 26, 1704, to Kiliaen Van Rensselaer II

The author's claim that the Lovelace *Pattent or Confirmation of the Manno^r of FORDHAM Graunted unto John Archer the 13th of November, Anno Domini 1671,* "created the first manor established under the English in the Province of New York" raises the ticklish question: When was a manor not a manor? Not only did Governor Nicolls issue the first two manorial patents listed above a full five years before the erection of Fordham, but Governor Lovelace had also created manors of Fisher's Island and Martha's Vineyard, then claimed by the Duke of York but outside the bounds of the present State, well in advance of his Fordham grant. By claiming priority for the Manor of Fordham, the author necessarily subscribes to the principle and practice of the Order of Colonial Lords of Manors in America that not all "manors" were "real manors." Thus, though Governor Nicolls granted to Thomas Pell (in language nearly identical with Lovelace's Patent of Fordham Manor) "to have and to hold the said Tract of Land . . . with such full and absolute Immunityes and Priviledges . . . as of y^e Mannor of East Greenwich, in the County of Kent, in free and Common Soccage, and by fealty onely," the author holds that Pelham did not actually become a manor until after Governor Dongan in 1687 confirmed to John Pell (the so-called second Lord) "full Power & Authority att all times hereafter in the said Lordshipp and Mannor one Court Leete and one Court Barron to hold and keep. . . ." (NYHS *Quarterly,* April 1948, p. 138.) Similarly, Shelter Island, also patented as a manor by Governor Nicolls, offers no presently known documentary evidence that it ever

operated judicially as a manor. What, then, is the determining factor by virtue of which "the enormous quantity of so-called 'manors'" become (to quote the president of the Colonial Lords) "real manors"?

"The test of a manor," says Montgomery Schuyler, in his Introduction to *Material for the Study of the Maryland Manors* (1944), "should be looked for primarily in the grant to see whether the charter expressly gave the right to hold a manor court. If the charter did not so provide, the grant should not be classed as a manor." And again, in his prefatory note to *The Nicoll Family and Islip Grange* (1940), he states that "the Order has decided that the Nicoll Grant did not constitute a Manor," because the key phrase of the patent: "To be holden . . . in free and Common Soccage as of Our mannour of East Greenwich in our County of Kent . . ." contains no "specific wording indicating the grant of the right to hold court leet or court baron." Though the above seems to be a perfectly clear distinction, its application reopens the door to confusion, for by this rule a number of manors accepted as "real" by the Order, and including the Manor of Fordham, would be excluded.

A further clue to the criterion of distinction between "so-called" and "real" manors is offered by Rosalie Fellows Bailey in the work just quoted, where she says that the phrase in the Islip Grange patent conferring upon Nicoll(s) the powers and privileges of "Our mannour of East Greenwich" "was the current basic phrase in the grant of manor privileges, and could imply the power of holding Court Leet and Court Baron, terms occasionally omitted in the patent," but, explaining why Islip Grange is nevertheless not considered to have been a "true" manor, that "Perhaps Nicoll was like Peter Schuyler, his relative, and refused [to exercise his] manorial privileges." This would make the criterion of "real" manors double: (1) a grant of power, express or implied, to hold manorial courts, and (2) the exercise of that power. By this rule the author of the following study may be able to justify his assertion that Fordham was "the first manor established under the English in the Province of New York," but how will the Order of Colonial Lords justify its acceptance, for instance, of the Manor of Scarsdale whose first lord, Caleb Heathcote, in the words of his biographer, Dixon Ryan Fox, "forewent his manorial courts," even as William Nicoll(s)?

Luckily, it is not the purpose of this Introduction to separate the tares from the wheat or to settle fruitless questions of priority or prestige. Such purpose too often leads even such eminent

authorities as Edward Hagaman Hall, historian of Philipsborough, into such pitfalls as the following: "Fordham Manor does not appear to rank with Philipse Manor and the other great Manors. The royal charter does not call it a 'lordship' like the charter of Philipse Manor, nor does it give the right to hold court leet and court baron like the Philipse charter." And the Order of Colonial Lords of Manors, which has done yeoman service in the publication of some twenty-five monographs devoted to individual New York "manors" or families, of which a full third are not recognized as legitimately manorial by its own standards, and has published five other studies on related subjects, yet, accepting Hall's false evaluation of a genuinely full-blown New York manor, has found space in all its two and a half dozen publications for but a single page on the Manor of Fordham, and that page mainly fallacious.

The present study not only makes up for this unwarranted neglect and for the first time places the Manor of Fordham in its true position of importance in the manorial system of Provincial New York, but in many ways it is the best of all the monographs on colonial manors (certain recent work on aspects of Rensselaerswyck excluded), and the most rewarding for the general historian of the Province and of the Colonies.

The reason for this excellence is twofold: (1) Instead of deriving fact from theory, generalizing from negative or otherwise insufficient evidence, or perpetuating the misconceptions of secondary works which do so, the author has gone directly to the sources and supported his whole fabric with detailed documentation specifically cited throughout. And (2) he has made exemplary use of the too-much-neglected and often richly rewarding judicial records of the Province. The author has treated his sources with the true historian's conscience, so that it becomes a privilege to vouch for the accuracy of his research and to point out that the corrective aspects of his work, even in the face of long-accepted authority, may be as confidently entertained as the new material unearthed.

It is so much to the good that the author's viewpoint is what the late Dixon Ryan Fox called, "with all respect, 'Scholarly Antiquarianism.'" Thus, innocent of any intention of orienting his study to the reigning Stuart's policy of colonial administration, the author nevertheless succeeds in illustrating the function of the manorial system in that policy better than many writers who consciously set out to do so, and without suspicion of manufacturing or bending fact to fit the theory, for of the theory he makes no mention. It has been frequently asserted upon a modicum of evidence that the motivation behind the establishment of the New

York manors was threefold: (1) to create "a powerful and loyal upper class devoted to the King and the Duke of York" on the basis of large landholdings accompanied by special privileges and exemptions—a "colonial aristocracy who, in case of trouble, might be counted on to support the existing government on account of the stake they held in the country"; (2) to erect political bulwarks —counties palatine—feudal buffer states, so to say, against the inroads of Oliverian republicanism from New England, and governed internally, both executively and judicially, by "men of substance not infected with the democratic virus"—for, by Governor Nicolls' characterization of the Yankee settlements on Long Island, "Democracy hath taken so deepe a Roote in these parts, that ye very name of a Justice of the Peace is an abomination"; and (3) to insure that the implementation of that chapter of the Duke's Laws relating to Military Affairs should, in certain strategic frontier areas, be vested in reliable hands personally interested in the defense of their own properties and bound by ties of closest loyalty to the central authority. Without preconception, the author of *The Manor of Fordham* has documented these hypotheses, within the limits of his subject, more fully than those who formulated them.

As regards the creation of a colonial aristocracy, we find exemplified in the following study how "power in the colony went with the ownership of the land"; how thereby an ordinary merchant, given a reasonable amount of native ability, initiative, and political acumen, might rise to the eminence of manorial lord; how such incipient aristocrats sought to solidify their power through mutual support and family alliances; and, most significantly, how such change in rank and circumstance involved a corresponding shift of viewpoint and transference of loyalties.

John Archer, first Lord of the Manor of Fordham, whose Dutch and English origins are deduced with plausibility and considerable ingenuity, began his American career as a tobacco merchant first in Virginia, then in New Amsterdam, and finally in the English settlements at Oost-dorp (later Westchester) in New Netherland and at Stamford in Connecticut. That wealth accumulated through this trade is evident from the epithets Coopal (Buy-all) and *nouveau riche* bestowed upon him by the Dutch, from his purchase of a yacht while living at Stamford, from his numerous litigations involving sizeable values, and from his growing freehold at Westchester. That political dexterity was not foreign to him is indicated by the offices of public trust bestowed upon him by his Westchester neighbors and by his later appointment as high sheriff of New York and as special commissioner in several capacities.

His foresight and initiative were amply demonstrated by the shrewdness of his Indian purchases and the magnitude of his projected "real estate development" in what is now The Bronx. All this the author of the following study shows in detail. So it is not surprising that Governor Lovelace should have considered John Archer to be sound timber for the administrative and social structure the manorial grants were hypothetically intended to erect.

In obtaining his manorial domain and patent, Archer was not without support among the Provincial aristocracy nor unhonored by the expectation of reciprocal favors from the family he was founding. Cornelis Steenwyck, a man of great wealth and power in the Colony, Councillor under both the Dutch and the English, sometime Mayor of New York City, and acting Governor during Lovelace's absence from the city a few months prior to the Manor grant, not only backed Archer's land developments, both before and after the manorial grant, by repeated substantial loans, but further certified his confidence in the permanence of Archer's status by giving his only daughter, Margariet, in marriage to Archer's only son and heir, the second lord apparent, John, Jr. That the unexpectedly proximate deaths of Steenwyck, of the elder Archer, and of Margariet (Steenwyck) Archer left this family alliance without issue and the Manor without a solvent lord in no wise lessens the illustrative and corroborative value of the relationship—herein revealed for the first time in its entirety.

Archer's elevation to the lordship of Fordham wrought in him a metamorphosis of political and social attitudes which operated, through his management of the Manor, to curb the westward extension of the democratic turbulence of his Connecticut neighbors. That his sympathies had formerly inclined to the democratic side is evidenced not only by his choosing to live among the radicals of Westchester and Stamford but also by his close association with, and marriage to the granddaughter of, one of the most vehement of them—Thomas Newman—who was accused and his son found guilty of "pleading for such liberties in votes as would overthrow the foundations of government" even in democratic Connecticut. If Governor Nicolls in granting manorial privileges to Thomas Pell thought to suppress the democrats of Westchester, of whom Petrus Stuyvesant three years earlier had complained that they were "subordinated, provoked and directed by seditious spirits," he was disappointed. But John Archer determined to exercise his privileges and act the lord, "taking uppon him selfe to Ruel and Governe over" his Fordham tenants "by Rigur and force." When the tenants complained of this and sought redress in the "Mayor's

Court at New Harlem," Archer obtained the support of Governor Lovelace, who, on April 10, 1673, ordered:

> "That there shall bee held for y^e^ said Manno^r^ of ffordham a Court quarterly or oftener if Occasion shall bee[,] the first Court to bee on y^e^ 24^th^ day of this Instant Month where the Steward for the time shall bee Presid^t^ & that hee take as his Assistants y^e^ Constable of y^e^ Towne, & one or two more of the discreetest of y^e^ Inhabitants as afores^d^ or Neighbourhood, for the Decision of all Differences of Debt or Trespasse between the Landlord & Tenants, or one Tenant w^th^ another, according to y^e^ Direction in the Law & y^e^ Priveledges in his Patent. And M^r^ John Rider being recommended by y^e^ said M^r^ Archer to be Steward of the Court, I doe hereby Allow thereof the said Steward taking his Oath to doe Justice in y^e^ said Employm^t^ between Man & Man according to Law & good Conscience, & Regulating himselfe as a Steward of a Manno^r^ ought to doe, for y^e^ w^ch^ as Occasion requires hee shall have particular Directions from my selfe."

John Rider took the oath of steward immediately, but was not long to enjoy the perquisites of that office, for during the Dutch interregnum, upon the petition of the Fordham tenants, Governor Colve in Council persuaded Archer to desist "from the government, authority and patroonship of said town" and on October 4, 1673, granted the inhabitants the right to elect their own magistrates. With the restoration of the Province to the English, however, Archer resumed his prerogatives; Governor Andros in Council, on February 18, 1675, ordered that the Manor Court thereafter be held at the Manor House; and in the spring of that year John West, having been appointed steward at "ye sum of £3 for each Court that should be by him holden," presided. He was followed in the stewardship by Henry Newton who, in 1680, claimed with some exaggeration to have been "attending and calling" Archer's courts at the "Manor of ffordham for eight or nine years last past." That records of these courts were kept is attested by the fact that in the latter year Archer was ordered to produce them; and that the courts continued in being thereafter, by Archer's petition in 1682 for the confirmation of John Spragg, shortly to be appointed Secretary of the Province, as steward.

To what extent the justice there dispensed was satisfactory to the parties involved is uncertain from the record, for the record is but meagerly extant. An "Appeal of Johannes Vervalen from the manorial court of Fordham" was granted, February 12, 1676,

"on his giving security to prosecute in the Court of Assizes." The absence of other appeals records from Fordham among the few Assizes papers of the period not lost or destroyed is no proof that other appeals were not taken. However, the resentment of Fordham inhabitants against the manorial system evidenced during the Dutch interregnum and by their disposition to seek judicial redress beyond Archer's jurisdiction was probably less motivated by dissatisfaction with specific manorial court judgments than by general antipathy toward the anti-democratic constitution of manor government.

However that may be, *The Manor of Fordham and Its Founder* is the best-documented account of manorial court operation in the Province of New York so far produced. Professor Julius Goebel, in *Some Legal and Political Aspects of the Manors in New York* (1928), reports that, having "examined practically every account of a New York manor," he finds them uniformly lacking in "any satisfactory evidence for or against the exercise of the franchise to hold a manorial court. Where an affirmative statement is made that such a court was held the evidence for the statement is not given or it turns out to be merely hearsay. . . . Some writers have likewise a curious penchant for asserting that the court was held in the manor of which they happen to be writing, but not in other manors." Accounts written subsequently to Professor Goebel's report are similarly deficient. The author of the following study has therefore performed a unique and valuable service to historians of the Province in documenting a full decade of manorial court operation in a Manor whose charter was formerly asserted to have granted no "right to hold court leet and court baron like the Philipse charter." There can no longer be any question that a court baron, presided over by the manor steward, was actually held at Fordham. The question whether a court leet was also held remains to be investigated.

Did the manor government so established effectively serve its supposed purpose of curbing the democratic spirit? It certainly inhibited the spread of democratic institutions westward from the settlements bordering Connecticut and may perhaps have fostered a feudal docility among a few of Archer's tenants, but that many of them continued to chafe under this American revival of a system long moribund in England is apparent in the following account. Also apparent is the fact that during Archer's lordship the manor government was strong enough to keep the Westchester radicals within its boundaries in rein and to repel their encroachments from without. Compare the ineffectuality of the 1681 petition that "Wee

whose names are underwritten" be recorded as belonging "to the Town of West Chester . . . and . . . to the North Riding of Long Island" instead of "in John Archers Patten[t]," with Archer's success two years later in obtaining an order restraining the Westchester men from trespassing on his manorial rights.

As regards the third hypothetical motive for the creation of the New York manors—the "objective of military security"—it has been pointed out that, by constituting each manor a township, the manorial patents placed upon the lords of the manors the same responsibility for maintaining and training a militia as the Duke's laws had placed upon the towns. To what extent Archer and the lords of other manors fulfilled this obligation is for the most part uncertain, but during the alarm period of King Philip's War (1675-1676) Archer not only erected fortifications at Fordham but offered his neighbors beyond the Manor the protection of his town if they would come in and help in its defense.

Fully as contributive to an understanding of the manorial system in New York as the chapters treating of the erection and operation of Fordham Manor under its first Lord are the chapters dealing with the transfer of power from its so-called second Lord and with its ultimate dissolution. Though John Archer, Jr., was suffered to retain the Manor House and home farm, the power had passed with the manor lands to the heirs of its mortgagee, as sign of which young Archer and his heirs had now to pay the Widow Steenwyck and her heirs or assigns "annually and every yeare on every five and twentieth day of March one half bushell of good winter wheat if demanded and to doe and performe all dues duties and services according to the usage and custome of the said Manor."

Under its new masters—the Minister, Elders and Deacons of the Reformed Protestant Dutch Church in the City of New York—the Manor of Fordham remained for more than half a century in a very real sense still a manor. As such it continued to serve well into the eighteenth century at least one of the purposes for which it was allegedly created: to block the expansion westward from the Bronx River of the vote-loving, town-meeting-ruled, democratically turbulent Borough Town of Westchester. And indeed, in a sense, it continued to serve this purpose down to our own day, when certain important riparian rights claimed by the City of New York as heir to the Town of Westchester hung on the question whether, as John Archer and his successors to the Manor stoutly and successfully denied, the Town's jurisdiction

extended westward beyond the Bronx River across the Manor patent to the Harlem.

In telling this story with authority and in all its interesting detail, the author of this study adds a substantial new chapter to the history of the City of New York and an important contribution of fresh material for an understanding of the manorial system in the development of the Province.

CHARLES E. BAKER, *Editor,*
*The New-York Historical Society*

# PREFACE

NEARLY two-score years ago, in the course of my practice as an attorney, I received certain data connected with the Manor of Fordham. In my search for additional information I became impressed with the lack of published material on the manor and with the divergent views of local historians concerning its founder. Outside of a few scattered details and the fact that John Archer was the proprietor and founder, little in the way of information about him or his manor could be gleaned from the histories. Anxious to learn more, I was led to investigate further until my professional duties required a suspension of my work. When I retired from the active practice of the law in 1941, the opportunity was presented to continue my historical research. In resuming my task I found the facts so challenging and yet so interesting that I continued to delve deeper into the musty archives of the past in my quest for enlightenment. Many old public records were found destroyed by fire; some were almost undecipherable through neglect. Shocked at this situation, I determined to preserve as much information as I could find concerning the manor and its founder, and, by so doing, rescue from oblivion facts which later might cease to exist.

Many were the books examined, documents perused and records scanned, the result being the discovery of a considerable amount of hidden material. Much of this information, as far as present histories are concerned, is corrective in nature. In recording it an endeavor has been made to portray the facts in narrative form. For the purpose of assuring accuracy, every important statement has been amplified by notes or supplemented by annotations. Excerpts from contemporary records have, in many instances, been incorporated so that they may speak for themselves in the language of the day. Early survey maps of the Manor of Fordham have been found and are reproduced for the first time.

Thus, by plowing deep in the field of Colonial archives, the footsteps of the proprietor of the manor have been traced and knowledge of the man obtained. Endowed with shrewdness and imagination, coupled with ability of a constructive nature, he

founded the Village and Manor of Fordham at his own expense, and was the first and foremost developer of real estate on a large scale in the City of New York in what is now known as the Borough of the Bronx.

The land embraced within the manor is rich in historic associations. Here, ruled the Mohegan Sachems, before the first white man set foot upon this Indian soil of Kekeshick. Here, the colonists erected Fort Independence and fought the British in the revolutionary struggle to preserve the rights of a free people. Here, too, the City of New York constructed its famous Croton Reservoir to supply its millions with pure and wholesome water. Here, society journeyed, in its idle hours, to enjoy itself at the well-appointed racetrack at Jerome Park. And here, in 1946, the United Nations Security Council labored to preserve the peace of the world—here, in The Bronx, within whose confines the Dutch, three hundred years ago, bestowed the designation "Vredeland" or "Land of Peace."

The author acknowledges the many acts of kindness shown him by those persons with whom he has come in contact in his research and takes this opportunity to express his thanks for these courtesies.

HARRY C. W. MELICK

*Scarsdale, New York*

# THE MANOR OF FORDHAM

# NOTICE

An attempt has been made to have all quotations in this book conform to the originals in so far as typography allows. However, in a number of instances, a period appears in certain colonial documents under small superior letters where an abbreviation occurs. To incorporate this period would necessitate the making of special type and its insertion by hand. To do this would add materially to the cost of publication without any corresponding benefit to the reader. Consequently these periods have been eliminated. Among the documents affected by this action are the following:

Indian deed, pp. 60-61, note 28;
Surveyor General's survey, p. 63;
Governor Lovelace's warrant, p. 64;
Archer's interest agreement, pp. 76-77;
Complaint of Fordham inhabitants, p. 79, and
Establishment of manorial court, pp. 80, 81.

H. C. W. M.

# I

# THE OLD TOWN OF WESTCHESTER

OUR initial introduction to the early American activities of the founder of the Manor of Fordham occurs in the Town of Westchester. As this settlement plays an important part in the historical narrative about to be presented to the reader, a brief recital of certain facts connected with its origin and development are deemed pertinent.

The Town of Westchester had its inception long before the establishment of the county that bears its name.[1] Situated "on the west side of the East River" in The Bronx about one Dutch or four English miles northeast of Hellgate, at the head of navigation on what is now Westchester Creek, the town afforded ready access by land and sea to and from the English settlements on the New England coast.[2] Near by, along Long Island Sound between Norwalk, Connecticut, and Hellgate, dwelt that savage band of Indians called the Siwanoys, the "Enchanted Wolf Tribe of the Mohegans." There, too, was their sachem Wampage, alias "Anhooke," the unscrupulous tool of the English.[3]

[1] Westchester County came into being November 1, 1683, through an "Act to divide the Province of New York and dependencies into Shires and Counties" and the approval of the Governor, Council and Representatives of the Province of New York.

[2] Letter from Rev. Johannes Megapolensis and Rev. Samuel Drisius, of the Reformed Dutch Church of New Amsterdam, to the Classis of Amsterdam, dated August 6, 1657, in *Documentary History of the State of New York* (octavo ed.), vol. 3, pp. 107-108; Undated drawing or rough map submitted by Westchester in support of a petition dated April 1, 1704, in an unsuccessful attempt to obtain a confirmatory patent for the town, in New York Colonial Manuscripts indorsed Land Papers, vol. 3, p. 188, at Manuscript Division, N.Y. State Library (copy in Seymann. *Colonial Charters Patents and Grants to the Communities Comprising the City of New York* (New York: 1939), p. 380); Undated map of boundaries of Long Reach, Westchester County, in Land Papers, *supra,* vol. 4, p. 125 (copy in Seymann. *Op. cit.,* p. 357); Bolton. *History of Westchester County* (New York: 1905), 3rd ed., vol. 2, p. 294.

[3] Bolton. *Op. cit.,* pp. 28-33; Barr. *Ancient Town of Pelham* (Richmond: 1946), p. 9. Wampage is said to have murdered Anne Hutchinson

In 1640, prior to the settlement at Westchester, the land comprising the town, as well as all that lying between Norwalk and the Hudson River, had been purchased from the Mohegan and other Indians by the Dutch West India Company of Amsterdam.[4] This territory formed a part of New Netherland and included therein was the district the Dutch called "Vredeland" or the "Land of Peace." It was in this district that Westchester was established.[5] Soon after the acquisition of this land by the Dutch, it became a haven for those colonists escaping from religious persecution and tyrannical government in New England. Among these colonists were Anne Hutchinson and John Throckmorton, who, with some associates, had fled from Massachusetts to Rhode Island for refuge.[6] Acting upon behalf of himself and thirty-five families, Throckmorton, "loving friend" of Roger Williams, sought permission from the Dutch to settle in New Netherland. His request was approved by the Dutch directors and council and, on October 2, 1642, Director General Kieft gave the necessary permission and in July of the following year granted certain lands for settlement.[7] The area ceded consisted of a small peninsula or neck of land extending into Long Island Sound and comprised a portion of the eastern part of what later became the Town of Westchester.[8] It was called Throckmorton's (sometimes Throg's or Frog's) Neck, and was "bounded on the north by Eastchester Neck, on the east by Eastchester Bay and the Long Island Sound, on the south by the East River and on the west by Westchester Creek." [9] No sooner had the settlement been established than it met with misfortune, a number of the settlers (including Anne Hutchinson and

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(hereinafter referred to) and to have assumed the Christian name of his victim in exultation over his savage deed. While he might have been guilty of the murder of this estimable woman, it is problematical whether the reason advanced for his assumption of the alias is correct, as other good and sufficient reasons for its adoption existed. Wampage's village was on the neck of land the Dutch called "Ann's Hoeck" (after Anne Hutchinson who lived in the vicinity) and it might well be that he added this name to his own so as to distinguish himself from others. In doing this, he would but be following the practice indulged in by the Dutch who frequently acquired a surname by adopting as such the name of the place wherein they resided before coming to America.

[4] Bolton. *Op. cit.*, pp. 28, 263; Brodhead. *History of the State of New York* (New York: 1872), rev. ed., vol. 1, p. 296.

[5] Bolton. *Op. cit.*, pp. 264, 276, 295.

[6] *Ibid.* pp. 30, 264, 314; Barr. *Op. cit.*, pp. 6-8.

[7] Bolton. *Op. cit.*, p. 264. For copy of ground brief from Director General Kieft, see Seymann. *Op. cit.*, p. 380.

[8] Bolton. *Op. cit.*, p. 265.

[9] Seymann. *Op. cit.*, p. 42; Bolton. *Op. cit.*, p. 265.

some of her colonists) being killed by Indians in the late summer of 1643.[10] Throckmorton abandoned it a few years later, and, receiving permission from the Dutch authorities to transfer the property, sold it to Augustine Hermans in October 1652.[11]

In 1646, six years prior to the sale by Throckmorton, Director General Kieft issued a ground brief or patent to Thomas Cornell of a tract of land in Vredeland running along the East River for half a Dutch mile from the Bronx River to what is now Pugsley's Creek. This parcel thereafter acquired the name of the grantee, being known as Cornell's Neck (the present Classon's Point).[12] Shortly after Hermans' purchase, a number of English Independents or Puritans from the Colony of Connecticut commenced a settlement in Vredeland at a place the Dutch called Oost-dorp and the English, West Chester. This settlement soon proved a thorn in the flesh of the Dutch authorities at Fort Amsterdam, and, on September 19, 1650, at a meeting with the New England Commissioners, Petrus Stuyvesant, then Director General of New Netherland, complained of the English encroachment at West Chester.[13] Nothing further seems to have occurred to disturb the placid Dutch authorities until shortly before November 5, 1654, when the Director General and his Council arose from their lethargy and caused a warning to be issued to the English settlers to abandon their settlement.

While the Dutch were considering the situation, Thomas Pell, of Fairfield, Connecticut, was negotiating with the Indians, and, on June 27, 1654, obtained from them a grant of land by virtue of

[10] Bolton. *Op. cit.,* p. 266; *Anne Hutchinson and Other Papers,* in Westchester County Historical Society Publications (White Plains: 1929), vol. VII, p. 5; Barr. *Op. cit.,* p. 8.

[11] Bolton. *Op. cit.,* p. 266, citing records Court of Assizes, vol. 2, p. 59. Thirteen years later the Town of Westchester questioned Hermans' title to this land. As a result, Hermans instituted suit against the town which came before the Court of Assizes in September 1666, at which time judgment was awarded in favor of Hermans, the court finding the town did not have "any lawful pretence" to the land. However, in doing so, the Court only upheld Hermans' title to fifty morgen [about 100 acres] of land, with meadow in proportion, and reserved the remainder for the Governor's disposal (Bolton. *Op. cit.,* pp. 266-267, citing records Court of Assizes, vol. 1, pp. 60, 129).

[12] Bolton. *Op. cit.,* p. 270. Upon the death of Cornell this land passed to his widow and from her to her daughter Sarah, wife of Charles Bridges. In 1664, Sarah and her husband brought an action against Thomas Pell who asserted title to the land. In due course the matter came before the Court of Assizes and a jury. The latter brought in a verdict against Pell and judgment was rendered accordingly (Bolton. *Op. cit.,* pp. 271-273).

[13] Bolton. *Op. cit.,* p. 275.

which he sought to maintain the settlement at West Chester.[14] The following November he made arrangements for the establishment of a settlement at that place with a number of English residents from Stamford and Fairfield, in the Colony of Connecticut. Upon their arrival at West Chester their presence was resented

[14] *Pelliana* (1941), vol. 1, No. 6. This publication contains a photograph of a recently discovered copy of Pell's June 27, 1654 agreement with the Indians. The copy was made by Pell in his own handwriting and forwarded by him to "Judith [wife of his cousin Sir Anthony Pell, who had mothered him when he was an orphan] of Rock Pish [Rock Parish], England." Appended to it is a certification by Pell over his signature that it is a "True Coppy off ye Originall." According to its terms the lands he acquired were "Bounded by ye Sea to ye South w$^{th}$ y$^{t}$ tract off Land called by ye English Longe Island: to ye West & West & by South w$^{th}$ ye Bay & Rivere & Rivers—Diawockinge, Acqueonunge (Chemāquanāock to ye East) w$^{th}$ all ye Islands y$^{t}$ are in ye salt water to ye South, South East & South West Against y$^{t}$ tract off Land w$^{ch}$ is Beffore exprest: w$^{th}$ all trees medowes & all Land w$^{th}$ in y$^{t}$ tract off Land w$^{ch}$ is Beffore expressed." (This transcription is taken from *Pelliana, supra,* but contains slight changes by the author based on his study and interpretation of the photographic copy of the document.) Bolton, on the other hand, relying on the memory of John Soulice, of New Rochelle, who claimed to have seen the original Indian deed (now lost), gives its date as November 14, 1654, and the boundaries of the land as follows: "All that tract of land called West Chester, which is bounded on the East by a brook, called Cedar Tree Brook or Gravelly Brook, and so running Northward as the said brook runs into the woods about eight English miles, thence West to the river Aquebung or Bronck's river to a certain bend in the said river, thence by marked trees South until it reaches the tide waters of the Sound, which lyeth between Long Island and the main land, together with all the Islands, lying before that tract of land so bounded as before expressed, and so running East to place of beginning, etc., etc.," (Bolton. *Op. cit.,* pp. 34-35). As the historian states in a footnote, that one "Dyckman occurs as a witness to the deed" and that "certain reservations were made [therein] by the Indians, for whaling purposes," it is obvious that his informant had never seen the agreement of June 27, 1654, for an examination thereof reveals Dyckman was not a witness to its execution and that no reservation was made therein for whaling purposes. Probably the reference was to an agreement Pell made November 14, 1654, with certain persons for settlement at West Chester (see note 22, p. 6). In any event, the land Pell obtained from the Indians had been previously sold by them in 1640 to the Dutch West India Company of Amsterdam (Bolton. *Op. cit.,* pp. 28, 263). Nevertheless, on October 6, 1666, the greater part of his purchase was confirmed by Richard Nicolls, Governor of the Province of New York, who issued a patent in which he authorized its erection into a township or manor (Bolton. *Op. cit.,* pp. 38-39). At the time, Pell was residing in Fairfield, in the Colony of Connecticut, and he seems to have neglected taking any steps towards erecting a manor. Probably he was deterred by litigation, threatened or pending, and desirous of awaiting its outcome before incurring further expense. He died in 1669 while the litigation was still at issue. When decided, it established the western boundary of his purchase as far as the Hutchinson River, but his claim

by the Dutch, who considered them trespassers—they not having requested or received permission from the New Netherland authorities to settle on the land.[15] As a result, twenty-three of the settlers were arrested and imprisoned by direction of Director General Stuyvesant, and his Council.[16] After a short confinement aboard the Dutch ship *Weigh-scales,* most of the prisoners were released, they and their leaders, Lieut. Thomas Wheeler and his associate, Thomas Newman, having submitted to the Dutch government.[17] Everything then progressed rather peacefully, and, on July 7, 1657, Stuyvesant issued an order in which he provided that the town shall have "four English or one Dutch mile square of

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to East Chester, West Chester and Cornell's Neck was denied (see p. 44, note 8).

A few years prior to Nicoll's confirmation of his purchase the General Assembly at Hartford granted Pell permission "to buy all the land of the Indian proprietors between West Chester and Hudson's River (that makes Manhadoes an island) and lay it to West Chester, provided that it be not purchased by any before, nor in their possession" (Bolton. *Op. cit.,* p. 35, citing Trumbull. *Col. Rec. of Conn.,* 1636-1665, p. 418). Nothing came of this authorization as the land was under the sovereignty of the Dutch and a substantial portion of it had previously been purchased by Adriaen Van der Donck from the Indians, or was covered in part by grants made to him by Director Generals Kieft and Stuyvesant between 1646 and 1665 (Bolton. *Op. cit.,* pp. 581-585).

On October 20, 1687, Governor Thomas Dongan issued a royal patent to Pell's nephew and heir, John Pell, in which he confirmed his title to his uncle's lands "lying Eastward of Westchester bounds" and the "Hutchinson's" River, and erected them into a manor which was to be "henceforth" called the "lordship and manner of Pelham" (Bolton. *Op. cit.,* pp. 57-59; Seymann. *Op. cit.,* pp. 374-379).

[15] Bolton. *Op. cit.,* pp. 275-276, 295. "The Dutch West India Company also expressed its disapproval of the course the New Englanders were pursuing with reference to Oostdorp, or West Chester Village, and their wicked attempts to purloin it" (Scharf. *History of Westchester County* (Philadelphia: 1886), vol. 1, p. 772).

[16] Bolton. *Op. cit.,* p. 277.

[17] *Ibid.,* pp. 277-278. Lieut. Thomas Wheeler came from Concord (Mass.) to Fairfield (Conn.), where he and Thomas Wheeler, Senior, owned adjoining lands in 1649. After his experience with the Dutch at Oost-dorp (where he was referred to in 1658 as being from Stamford), Lieut. Wheeler left Westchester for Connecticut and settled at Stratford. While there he bought lands at Derby (Conn.), from the Indians in 1657 and 1659. These holdings he sold on Jan. 6, 1664/5, and returned to Concord (Jacobus, editor. *History and Genealogy of the Families of Old Fairfield* (Fairfield: 1932), vol. 2, pt. 9, pp. 1077-78). Thomas Newman migrated from Stamford and was the father of William Newman whose name is subscribed to the certificate appended to Pell's agreement referred to in note 14, *supra,* (see *Pelliana,* vol. 1, No. 6). More about him later.

land" and that the same "must be taken of this neck [Throckmorton's]." [18]

Disturbance broke anew in 1662, when the English Colony of Connecticut asserted that West Chester, and all lands lying between it and Stamford, were within the bounds of its charter.[19] This claim remained unsettled until the Dutch at New Netherland were subjugated by the English under Col. Richard Nicolls on August 27, 1664.[20] Then, shortly thereafter, West Chester was adjudged as belonging to New York and the towns of West Chester, Hempstead and Oyster Bay were formed into the North Riding of Yorkshire.[21]

Meanwhile, in a paper writing dated June 15, 1664, the residents of the Town of West Chester surrendered all their rights in and to the land of the town to Thomas Pell, who, it was alleged, was the "true and proper owner." This document contained the signature of Jan Arcer, among others.[22]

Thereafter, on February 15, 1667, Governor Nicolls issued a patent to certain inhabitants of the town, subject to the condition

[18] Bolton. *Op. cit.*, pp. 267, 295, citing Minutes, Court of Assizes, vol. 1, p. 129.

[19] Bolton. *Op. cit.*, pp. 280-285.

[20] *Ibid.*, p. 286.

[21] *Ibid.* It remained a part of the North Riding of Yorkshire until the County of Westchester was created in 1683. Riding is a corruption of the Scandinavian "thriding" and means "the third part of a shire." The loss of the initial th occurred centuries ago in England and probably arose through these letters being slurred in pronunciation when thriding was affixed to North or South for the purpose of creating the compounds North-thriding or South-thriding.

[22] Minutes, Town Court of Westchester, 1665-1669, MSS vol. p. 82, at The New-York Historical Society. The following is a copy of the agreement: "Know all men by these p$^{r}$sents, That whereas there was an agreement made on the fourteenth of November, 1654, between Thomas Pell and divers persons, about a tract of Land Called West chester, w$^{ch}$ was, and is, Thomas Pell's, bounded as appeares by an instrument, bearing date as above expressed; wherein the undertakers engaged the payment of a certaine summe of money p$^{r}$sent pay for the said Land expressed in the covenant; By reason of some troubles w$^{ch}$ hindered the Underwriters possession, the agreement was not attended, The present inhabitants considering the justnesse and right of the above said title of Thomas Pell doe surrender all their rights, titles & claimes, to all the tracte of land, aforesaid to bee at the disposalle of the said Thomas Pell, as being the true and proper owner thereof.

"witnesse our hande, this fifteenth day of June
in the yeere of our Lord one thowsand six
hundred and sixty-fourth:

that the land granted therein be already or thereafter purchased or procured "from the native Indian proprietors or others." [23] This document, commonly known as the first patent of Westchester, did not change the unincorporated status of the town, which continued under English control until July 1673, when the British surrendered it to the Dutch and the authorities submitted to the representatives of that government.[24] From that time until February 9th of the following year, the town remained under Dutch jurisdiction. Then, by the treaty of Westminister, the Dutch relinquished their rights therein to the English who took possession a few months later.[25]

In 1686 Governor Dongan issued the so-called second patent for the Town of West Chester.[26] This instrument incorporated

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John Quinbie [Quinby]
Consider Wood

Nickolas Balle [Bailey]

John Barker
Robert Huestis
Edward Jessopp
William Beet [Betts]
John Larens [Lawrence]
his
Samuel B Barret
marke
his
Thomas X Vaille [Vail]
marke
John Winter
his
Richard X Ponton
marke
his
William X Jones
marke
Jon arcer
his
John >— Williams
marke
his
Samuel |— Pitcher
marke
Thomas Mallener [Molenaer]"

[23] Seymann. *Op. cit.*, p. 387; Bolton. *Op. cit.*, pp. 287-288; Scharf. *Op. cit.*, p. 777. According to Bolton, the patent granted "all that tract of land together with the several parcels not otherwise by patent disposed of, which already have or hereafter shall be purchased or procured for and on the behalf of ye said town whether from the native Indian proprietors or others, within the bounds and limits hereafter set forth and expressed (viz), that is to say, ye western bounds of ye lands lying within ye limits of ye said town, beginning at the western part of the lands commonly called Bronks' land, near or adjoining unto Harlem river, from whence they extend eastward to the west part of a certain neck of land, commonly called Ann-hook's neck or Mr. Pell's purchase, southward they are bounded by ye Sound or East River, and so runne upon a parallel line from the east and west limits north into ye woods without limitation for range of cattle or other improvements. . . ."

[24] Bolton. *Op. cit.*, p. 289.

[25] Seymann. *Op. cit.*, p. 25.

[26] *Ibid.*, p. 389. Among other things, this patent stated "that the northerly North east & North west bounds of said towne of Westchester shall forever hereafter be Concluded & Ascertained by the southerly line of the pattent of Oneal & the south & west line of Thomas Pell" (*Ibid.*, p. 394).

the town and confirmed the grant previously issued by Nicolls. Up to this time neither the town nor its patentees had ever purchased or procured from the Indians the lands which it occupied or claimed. No conveyance was had from them until May 27, 1692, when the town succeeded in procuring from the Indian proprietors a deed of land east of the Bronx River.[27] A royal charter from Governor Fletcher, incorporating the settlement into a borough and town, followed on April 16, 1696.[28] It remained this way until 1785, when, by Act of the State Legislature, its name was changed to the Township of Westchester.[29] Later, by Chapter 64, Laws of 1788, the Town of Westchester was recreated and described as being bounded on the east by the Sound and the Manor of Pelham, on the south by the Sound, on the west by the County of New York, and on the north by the northerly line of the Manor of Fordham and the Borough Town of Westchester. Included within its limits were the Manor of Fordham and the islands in the Sound lying to the south and in the County of Westchester. Excepted was that tract of land known as Morrisania. This was

[27] Bolton. *Op. cit.*, p. 291. Seemingly, the western border of the lands lawfully owned and possessed by the town at this time extended as far as the Bronx River. In other words, the town had only perfected its title to land up to the eastern bank of that stream. It was necessary for a conveyance to be obtained from the Indians, for, while they were not considered the legal owners of the soil, they had the right of occupation, which "could only be extinguished by their voluntary consent unless forfeited under the laws of war." Moreover, they could not alienate their lands without the sovereign's approval, otherwise the transfer would be void (*Seneca Nation* v. *Christie*, 126 N.Y. 122, and references cited therein; *Matter of the City of New York* (1926), 127 Misc. 711).

[28] Seymann. *Op. cit.*, pp. 400-419; Bolton. *Op. cit.*, pp. 300-310. By this charter there was granted unto the "Trustees of the Freeholders and Inhabitants" of the Town of Westchester that tract of land bounded on the west, south and east, as described in the earlier patents given by Nicolls and Dongan. However, the northern boundary was defined as the southerly line of O'Neal's patent and the south and west line of Thomas Pell's, from which was expressly excepted the Bronx land adjacent to the Harlem River for which Col. Lewis Morris had received patents. The land covered by the exception extended on the south from Long Island Sound to John Archer's land on the north and was bounded on the east by the land of Jessup and Richardson, known as West Farms, the eastern boundary of which was the Bronx River (see description of lands in Morris' patent of 1676, later erected into Manor of Morrisania by Governor Fletcher by royal patent, May 8, 1697, in Bolton. *Op. cit.*, pp. 434-435). The condition precedent set forth in the patents of Nicolls and Dongan, concerning the land already or thereafter purchased by the town from the Indian proprietors or others, was no longer a prerequisite to obtaining title in the grant given by Fletcher.

[29] Bolton. *Op. cit.*, p. 313.

made a separate town by the Act, but after the elapse of three years, it was annexed to the Town of Westchester by Chapter 15, Laws of 1791. Thereafter, Westchester remained undivided until 1846. Then, by Chapter 279 of the Laws of that year, the area thereof lying west of the Bronx River was erected into the Town of West Farms and that to the east continued under the name of Westchester. In 1874, the Town of West Farms was annexed to the City of New York, but the Town of Westchester retained its corporate existence until the enactment of Chapter 934 of the Laws of 1895, when it, too, became a part of the City of New York. Up to this time the Town of Westchester was the oldest town in Westchester County.

# II

## JOHN ARCHER SETTLES AT OOST-DORP AND BECOMES INVOLVED IN LITIGATION

JOHN ARCHER is believed to have first appeared in the Town of West Chester, then known as "Oost-dorp" or "East towne," in the year 1657.[1] In making this statement, the author is not unmindful that the instrument subscribed by the "then" inhabitants of West Chester on June 15, 1664, surrendering to Thomas Pell all their rights in and to the land of the town, was signed by Jan Arcer and that it referred to a prior agreement of November 14, 1654, made by Pell with "divers persons" for the purchase of the land.[2] Nothing, however, is contained in the 1664 document which indicates the persons then signing were those with whom Pell made the previous agreement. While, doubtlessly, some might have been parties to it, others, in all likelihood, were new arrivals or holding under an alleged claim of title from the former owners. Consequently, this document affords no justification for the assumption, indulged in by some writers, that John Archer was in West Chester or its vicinity in 1654. On the contrary, there is a strong probability that the agreement of that year was made by Pell with English residents of Fairfield and Stamford. His first settlers at West Chester were mainly from those towns. Moreover, no evidence has been found showing Archer to have been English or to have been in Connecticut prior to his arrival at Oost-dorp. Proof, however, does exist which indicates he was not a resident of the latter place in 1656. The inhabitants of Oost-dorp are listed in the Journal of Captain Lieutenant Brian Nuton [Newton], who visited that settlement from December 30, 1656, to January 1, 1657, inclusive, and no mention is made therein of Archer's presence at that time. Newton's visit arose as the result of the arrest, by the Dutch authorities at New Ams-

[1] See Appendix A, pp. 147, for fuller particulars concerning the Archers in America during the seventeenth century.

[2] See p. 6.

terdam in March 1656, of English settlers at Oost-dorp, their release a few days later upon their promise to submit to Dutch rule, and their subsequent request for permission to appoint their own magistrates.[3] It was for the purpose of acting on this request and obtaining a report on the situation that Petrus Stuyvesant, Dutch Director General, on December 29, 1656, directed Newton, with Cornelis van Ruyven, Secretary, and Carel van Brugge [Charles Bridges], Commissary, to proceed to Oost-dorp. The next day Newton and his two associates left Fort Amsterdam as directed, and, with extreme thoroughness, the former recorded a detailed account of his mission in his Journal:[4]

> "We entered our boat [Dec. 30, 1656] and rowed toward Oostdorp where arriving we went to Mr Newman's house. We were met, on the way, by John Lord one of those elected as Magistrate, who went with us to Mr Newman's, where on our arrival we found all abed. Thereupon John Lord invited us to his house whither we proceeded because Newman was abed, and we did not wish to trouble him, being a man of 72 years. . . . "31st ditto [December]. Sunday. Went to examine the Village somewhat. It is a very stoney place, thickly covered with trees. At noon [we] were invited to dine at Mr Newmans. After dinner Cornelis van Ruyven went to the house where they assemble on Sundays, to observe their mode of worship, as they have not as yet any clergyman. There I found a gathering of about 15 men and 10 to 12 women. . . . 1657. 1st January . . . the Hr Director general of N. Netherland had from the six persons named by them [settlers] elected three as Magistrates for Oostdorp viz. Mr Newman, Mr Lord, & John Smith, and exhibited and read to them the Commission granted to the Magistrates. . . . the inhabitants then present offered to subscribe [oath of allegiance], and it was signed, as appears therefrom, by 15 persons, and the oath we read to them was taken by the 3 Magistrates and signed by one of the Inhabitants named George Reith. One of the settlers present named Anthony Gill would not sign[.] . . . Six persons were gone from home to other places, viz. Edward Waeters, Richard Pointom, Samuel Barret, Jonathan Writh, Tomas Stievens, Rochier Wyls and one was sick, Robbert Roos. These are all the present Inhabitants of Oostdorp,

[3] Bolton. *History of Westchester County,* 3rd ed., vol. 2, pp. 278-279, citing Albany Records, vol. II, pp. 301-318.

[4] *Documentary History State of New York* (octavo ed.), vol. 3, pp. 921, 924-925.

but they told us that 3 @ [to] 4 families more would soon come."

A copy of the oath of allegiance mentioned by Newton as containing the signatures of fifteen male residents is appended, and an examination thereof fails to reveal Archer's name.[5] Probably he was among those persons who were expected soon to arrive at Oost-dorp. In any event, he was there not long after Newton left, for on January 23, 1658, he is recorded as plaintiff in the Town Court of that place in an action of debt against Roger Wiles for the sum of seventy-four guilders.[6] On the same day he was also

[5] *Documentary History State of New York* (octavo ed.), vol. 3, p. 926. The oath reads:

"This first January A° 1657: In east towne in the N. Netherlands, Wee hose hands are vnder writen do promes to oune the gouernor of the manatas as our gouernor and obay all his magastrates and lawes that ar mad acordin to god so long as we liue in his juridiction"

| | | |
|---|---|---|
| | his | |
| "Robert Basset | Hendrick X Cornelyssen | Jonathan Llockwood |
| his | mark | his |
| George X Reith | Thamas Martin | Robert X Meacker |
| mark | Nick Lookerly | mark |
| John Finch | John Quimbie | his |
| John Wilson | Josiah Gilber[t] | Jeffrey X fferis" |
| Richard Horton | Obodiah Gilbert | mark |
| Thomas Taylor | | |

[6] Minutes, Town Court of Oost-dorp [East town], 1657-1662, p. 9, in possession of The New-York Historical Society. A photostatic copy of these minutes is in the custody of the Westchester County Historical Society at White Plains, N.Y. The latter society has published a printed copy of these minutes and a reference to the case cited may be found therein at page 7. Unfortunately, these printed minutes are incorrectly entitled: "Court of Sessions (1657-1696)." Now, the Court of Sessions did not come into existence until after the surrender of New Netherland by the Dutch in 1664 and the establishment of the government of the Duke of York. It was created by the code of laws known as the Duke's Laws (Colonial Laws of New York, vol. 1, p. 6). Later, in 1683, it became a county court. If the court at Oost-dorp, while under the jurisdiction of the Dutch, had any name by which it was known, other than the Town Court, a diligent search fails to reveal it. Moreover, quite a few errors appear in the printed copy of these minutes. Consequently, the reference or excerpts quoted therefrom by the author are taken from the original minutes in the possession of The New-York Historical Society. Thus, a slight variance will be noticed with the printed copy. The names of the persons mentioned in the original minutes of the Town Court at Oost-dorp or East town, during the years 1658-1659, appear therein in various forms—Archer's name included. For example, while at times written correctly, the latter frequently appears as Oarchard and Orchard. The writing in these minutes is none too legible and this accounts for the printed copy incorrectly giving, on occasions, Archer's name as Archar, Archard, Archare,

plaintiff in two other actions in the same court. One was against John Richardson, in which he failed in his proof and was ordered to pay costs of "Coart" and disbursements amounting to four shillings.[7] The other was against Richard "ponten" for "debte" and embraced a number of counts. Success crowned his efforts in this litigation, the court saying: "It being proved by bill that Richard ponten is Justly in deted to John Archer ten hundred ninty wait of tobacko or the valu in planke[?] or other—estate therefore wee Sentance that Richard ponten Shall paye this debte eqvelolent [equivalent] to the bill in fourten dayes and Cost of Coart[.]" Considering the remaining items of the complaint, the court continued: "It being proved in coarte that Richard ponten is in debted to John Archer:. upon account with Jacob wolverson of manatans [Manhattan]:. therefore the sentance of the coart is that Richard ponten shall pay to John Archer forty one gilds [guilders] and nine Stivers[.] the other . . . [items] charged were not proveed." [8]

From the ruling of the court it is obvious that the action against Ponton involved a business transaction. Thus a strong inference arises from this and subsequent litigation that Archer was a merchant engaged chiefly in the purchase and sale of tobacco.

In obtaining the judgment against Ponton, little did Archer realize the type of man his debtor was and that this was merely the beginning of a long-drawn-out court battle in which he would be forced to overcome many obstacles before collecting any part of the sum due. The litigation which followed arose from the usual desire of the debtor to escape payment and the creditor's insistence on his rights, both being affected to a certain extent by animosity engendered from the fact that the litigants came from rival countries. Ponton made the first move when, on January 27, 1658, four days after Archer obtained the judgment against him, he caused to be recorded a bill of sale to John Richardson of his home lot and "Acomodations." [9] While this document purports to be dated the 24th day of March 1657, it is a fair assumption, from the date of recording, that Ponton was not

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Oarchard, Oarchar and Oarchare. Bolton (*op. cit.*, p. 296), refers to the date of this litigation as February 1, 1657, and cites the Book of Court Acts from 1657 to 1662, Westchester Town Records, as his authority. The Dutch, in those days, employed the "new style" dates according to the Gregorian calendar while the English authorities at Westchester persisted in following the old Julian calendar. The date given by Bolton, however, seems incorrect.

[7] Minutes, Town Court of Oost-dorp, *supra,* p. 9; printed copy, p. 7.

[8] *Ibid.*

[9] *Ibid.,* original records, p. 14; printed copy, pp. 9-10. In the latter, the dates are incorrectly given.

losing much time in disposing of his property in an attempt at evading its attachment for the purpose of satisfying Archer's judgment. Not content with the filing of this bill of sale, he brought Archer into court on September 5, 1658, for some reason not disclosed but obviously emanating from the previous law suit; for the court said:

> "Wee ffinding that Richard ponten hath detained a debt by recerd that was fformerly granted to John oarchard by act of coart wee therefore order that Richard ponten shall pay the debt with all Just damage and cost off coarte with in ffourtene dayes time[.]" [10]

In successfully combating Ponton, Archer merely succeeded in causing him to renew his efforts to avoid the judgment. Two months later, on or about November 13, 1658, Ponton instituted a new suit in which he asked for a "revew" of the judgment obtained against him on September fifth.[11] This litigation came before the Town Court of Oost-dorp on December 17, following, at which time Ponton produced an alleged witness and asserted Archer had been paid twice for the tobacco for which he obtained judgment. The court, relying upon the proof submitted by Ponton, directed Archer to restore the debt to him "in such pay as ponten payd and [to pay] all damag and cost of coarte in the former seute and all cost upon this seute and all damage that richard ponten may Justly prove which amounts by acount to twenty three pounds three Shillings & Aleven pence [the same] to be payd in ten dayes time[.]." [12] On the same occasion the court heard Ponton allege that Archer bought a "saue" [sow] from him, which he said he kept at the latter's request, and for which he sought payment in the sum of one pound, ten shillings. Archer admitted the transaction, whereupon he was ordered to pay Ponton the above sum and an additional six shillings and eight pence, "cost of coart," within ten days.[13] The action taken by Archer in withholding payment for the sow was justified as Ponton was in his debt by reason of the judgment previously obtained against him and, consequently, the right of set off for this indebtedness was proper. Courageously maintaining his position, he refused to satisfy the judgment, with the result that Ponton secured an order of the

[10] *Ibid.*, original records, p. 15; printed copy, p. 11.
[11] *Ibid.*, original records, p. 17; printed copy, p. 13.
[12] *Ibid.*, original records, p. 17; printed copy, pp. 13-14.
[13] *Ibid.*, original records, p. 17; printed copy, p. 14.

court directing the sale of his property at an "outcry" [public auction]. In due course, Archer's house and lot were sold. This must have infuriated him, for, as later events show, he was the victim of a gross miscarriage of justice. Far from being beaten, he appealed from Ponton's judgment to the Dutch court at New Amsterdam.[14] Here he achieved a splendid victory, the high court reversing the judgment of the court below. Promptly thereafter, Archer applied to the lower court for a writ of attachment against the goods and chattels of Ponton. On March 22, 1659, the court granted his application and issued a writ directing the Marshal, Thomas Martin, "to Atach the whole esteat of Richard Ponten in the seut of John Orchard to make good the sentance of the high cort of the manadoes[.]" At the same time the Marshal was informed that a part of the estate consisted of "an Ancker [about 10 gallons] of lickers which lieth in the hands of goodwife Basset," and that he was "to Atach All the esteat which was John Orchards formerly & sould at an outcry." An apologetic note ended the writ, the court saying: "the coppi of the sentance of the high corte being ritten in Duch we could not understand it." [15] Then followed a desperate attempt on Ponton's part, aided and abetted by the collusion and connivance of the Town Marshal, to put the debtor's property beyond reach of the attachment. Archer placed the facts before the court and, on March 29, 1659, it directed that an attachment be filed against the Marshal's house and lot and certain logs "which lieth Squered" belonging to him.[16]

Thereafter, on April 4, 1659, we find Archer again in court, where he reported that a sow belonging to the judgment debtor was among his grandfather's [Thomas Newman's] hogs and asked that it be delivered to him. The court consented, on condition that he would produce her if demanded. To this Archer agreed, with the cautionary proviso that two men should first appraise the sow.[17]

A question arising as to the items and amount of damages which the high court awarded Archer on appeal, the lower court

[14] N.Y. Colonial MSS (Dutch), vol. 16, pt. 4, p. 6. Calendared: "1659, Jan. 23.. Writ of appeal. John Artcher, *alias* John Coopall, from a judgment of the court at Oostdurp (Westchester) in favor of Richard Panton" *(Calendar, Historical MSS (Dutch),* vol. 1, p. 325).

[15] Minutes, Town Court at Oost-dorp, *supra,* p. 16; printed copy, pp. 12-13. The statement of the court at Oost-dorp that the copy of the decision of the high court being written in Dutch they "could not understand it" indicates its members were wholly English.

[16] *Ibid.,* original records, p. 14; printed copy, p. 10.

[17] *Ibid.,* original records, p. 19; printed copy, p. 16.

required him to submit a statement, which he filed on April 9, 1659, in guilders and stivers, as follows:[18]

| | | gill | sti |
|---|---|---|---|
| "it[em] by An Order of the cort | – – – | 278 | 07 |
| it[em] by A saue | – – – | 022 | 00 |
| it[em] by bill | – – – | 083 | 16 |
| it[em] by the broad seale | – – – | 029 | 00 |
| it[em] for the stout & . . . & souldiers & boat & expences | – – – | 048 | 00 |
| it[em] for the last broad seale | – – – | 003 | 00" |

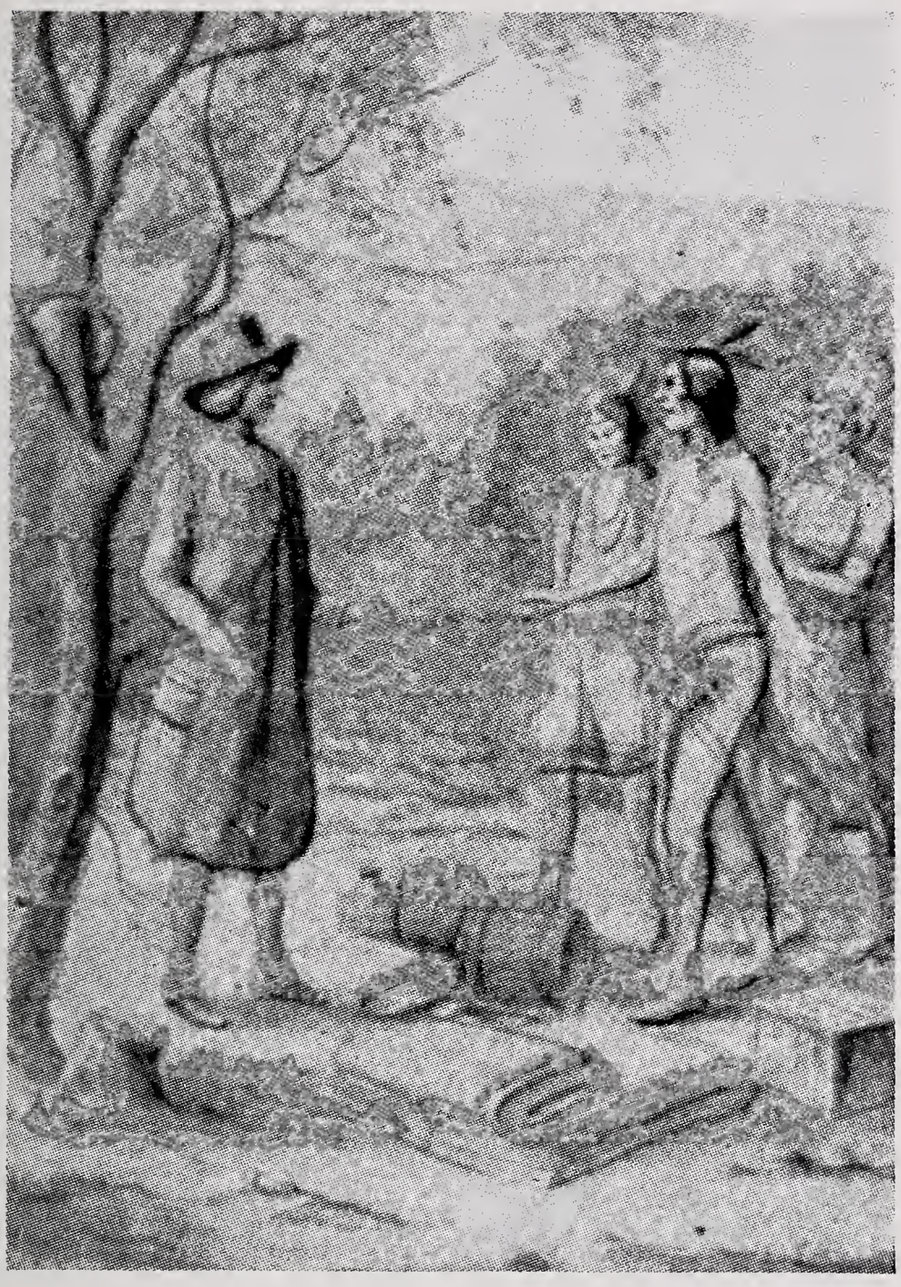
The same day Archer made claim before the court that Edward Waters had taken some trees (fruit) belonging to Ponton in order to defeat the attachment against the latter's property. Summoning Waters, the Magistrates demanded to know whether he bought the trees "before Richard Ponton was cast in the high cort." Waters replied:

> "He would speak the truth & said that he did not but saies he bought them before the Arest was served on them: the maiestrats comanded Edward waters to take the trees which he did remove out of the lot which was Ponton & set them where the[y] were before & to make them soe good as they were before[.] his Answer was he would not for they should stand in the place where they were & not first: for these words being A defalt in contemt of Athorrity Edward waters doth Acknoledg himself to be sorry for it[.] Edward waters was demanded whether he would pay for the trees[.] by reason[,] waters said[,] it would be hurtfull to take them up[,] his Answer was that in case it be [ad]judged that he shall deserve to pay for them he will doe it Although he saies he haue payd Ponton for them Already: waters saies he took from Pontons grownd 24 trees[,] 18 Aple trees & 5 peach trees & 1 cherry tree[.]"[19]

After reserving decision the court, on April 20, 1659, ordered Waters to pay forthwith forty-five guilders for taking the trees and for his entry and usurpation, under pretense of right, of the lot which formerly belonged to Ponton, and assessed a fine of ten guilders against him for not obeying the order of attachment.[20]

Immediately following the hearing in the Waters matter on

[18] *Ibid.*, original records, p. 19; printed copy, p. 17.
[19] *Ibid.*, original records, p. 22; printed copy, pp. 22-23.
[20] *Ibid.*, original records, p. 22; printed copy, p. 21.



Archer purchasing Fordham. From mural by Joseph Seyfried at Keating Hall, Fordham University

April 9th, there came before the court a complaint in which Martin, the Town Marshal, was charged with a breach of duty in failing to seize Ponton's property then under attachment. Witnesses were produced and testified in support of the complaint. Among those testifying were "Phill" Mintorn and Richard Smith. The former said:

> "I see Richard Ponton carry A plow chayn & shier & coulter Away After his esteat was under Arest & I see Thomas martin goe Along with Richard ponton & they went down to the creek side with intent to goe over & I suppose they did goe over the sound." [21]

Smith testified substantially to the same effect, saying:

> "I being at goodman waterses Richard Ponton had A shier in his hand & I tould him I would have bought it if I could tel how but I durst not buy it of you[.] Thomas Martin being present proffered me the sale of it saying . . . ile sel it you whereupon I sed if I had mony I would see what may be done but Ponton said he must have that [which] must goe into his pocket to carry Along with him[.] whereupon I see goodman Ponton & goodman Martin carry either of them A part of the plow Irerons & chaine[.][22]

Upon completion of the above testimony, an order was issued by the court reading as follows:

> "It is ordered by the cort that the esteat of Thomas Martin which was under Atachment shall satisfie 4 gill [guilders] for the breach of his oath in helping Away of some goods which lay under Atachment which goods was A plow chaine & shear & coulter which was of Pontons esteat & lay under Arest this being proved by witnes[.] further the cort doth find case [cause] to fine Thomas martin fifty gill to be payd out of his esteat for the Breach of these pertickolers & Also for cost & charg here provd Against him by witnes[.] further the cort hath ordered that the person of Thomas martin shalbe layd hold of if he come into the towne to Answer the cort these misdemeniers here obiected [objected] Against him by these witneses[.] this Above mentioned mounys to be Payd within 14 dayes After this date & the esteat

[21] *Ibid.*, original records, p. 20; printed copy, p. 18.
[22] *Ibid.*, original records, p. 20; printed copy, pp. 18-19.

which lay under Atachment to be sould at an out cry within fourteene dayes this 9th of Aprill 1659." [23]

Both Ponton's and Martin's property were sold at an "outcry," August 20, 1659. Edward Waters purchased the house and lot of Ponton's and all the "Acomadations" belonging to him, for ten pounds and three shillings, payment to be made in six months time "in Cattel or hogs or good pasable sewan"; while Archer bought similar property belonging to Martin for "5 pounds 15 shillings," upon like terms.[24]

Archer is recorded as having filed in the local court an accounting of the amount he received from Ponton's "esteat to fulfill the order of the high cort," as follows: [25]

| | Gil | Sti. |
|---|---|---|
| "it[em] for the hows & lot of Pontons.... | 121 | 16 |
| it[em] for trees..... | 045 | 00" |

The date given for recording the above accounting is April 2, 1659. This, however, is incorrect and is probably intended for April 20, 1659, as that was the day Waters was ordered to pay for the trees forthwith and Ponton's house and lot were sold at an outcry.

Meanwhile, Ponton and Martin became fugitives with the result that the court, on the day their property was sold at an "outcry," "Ordered & inActed" that any person or persons "that is now inhabited in this Towne or Any Reteiner to this town

[23] *Ibid.*

[24] *Ibid.*, original records, p. 19; printed copy, p. 17. The Town Court at Oost-dorp, while under Dutch rule, as has been shown, was English in personnel. It usually figured debts and damages in guilders and stivers and frequently called for payment to be made in seawan or wampum. The last two were an early form of currency and both were the same, seawan being the Dutch name for wampum. It was composed of strings of small beads made from certain types of shells. Much of the wampum was found along the shores of Long Island. It came from the purple inside shell of the clam and was divided into two classes, white money and black money. The Rev. Israel Acrelius, in his *History of New Sweden,* published at Stockholm in 1759, covers the story of the early Swedish settlement on the Delaware River and refers to this currency as follows:

"The Indian trade brought into vogue their wampum (oval pearls of clam-shells, white and brown). The brown had a double value of the white. Six of these and three of those [brown] were equal to a styver; twenty styvers to a gyllen: five gyllen to one Dutch ditto" (Reprinted in *Collections,* N.Y. Historical Society, series 2, vol. 1, p. 420).

[25] Minutes, Town Court of Oost-dorp, *supra,* original records, p. 24; printed copy, p. 24.

[who] shall at Any time harber or keepe close" the above persons without speedily disclosing their whereabouts to the authorities, would be subject to a fine of one hundred guilders "in such pay as the cort shall think fit [and] meete[.]" [26]

The search for property of the judgment debtor, Ponton, continued unabated. Under date of May 29, 1659, an entry appears in the minutes of the court at Oost-dorp that "John Orchard" came to Nicholas Bayley and Thomas "Vaill," two of the three magistrates [John Quinby being the other], after Ponton had transferred some of his property without their knowledge, and stated there was a "sow & shoat in his grandfathers company of swine" and two "stocks" of bees in the possession of Edward Waters which belonged to Ponton and asked that they be delivered to him. Whereupon, "not knowing Anything to [the] contrary," they made delivery on the condition that he "would Beare them harmles & keepe them from All molestation & trouble that shall or may Arise conserning the deliverry of them[.]" To this Archer is said to have agreed.[27]

In due course Ponton was arrested. On July 20, 1659, he was brought before the court at Oost-dorp and John Archer was summoned. The latter's judgment had not been satisfied, and the court demanded to know "whether he knew of Any more of Pontons esteat[.]" If he did, it announced its willingness to "Asist him" and, if not, that "we doe here personally deliver unto you the person of Richard Ponton to make good what you shall Aleadg[.]" Archer, incensed at his failure to collect the monies due him and attributing the responsibility for this failure upon the court, heatedly replied, "you should have delivered him before his esteat was made Away & now you deliver him now [only when] his esteat is gon[.]" After recording this outburst, the court noted in its minutes that Archer "flung Away & would say noe more[.]" [28] Evidently, he was directed by the court to submit a list of the property he received towards satisfaction of his judgment, for a few days later, namely, on July 24, 1659, there is recorded the following:

> "Reseved by me John Orchard my hows & lot; & to sowes & 7 pigs: more for goodman Pontons hows & lot & for trees Reseved of goodman Waters 13 pounds

[26] *Ibid.*, original records, p. 21; printed copy, p. 19.
[27] *Ibid.*, original records, p. 23; printed copy, p. 23.
[28] *Ibid.*, original records, p. 24; printed copy, p. 25.

18 shillings: more Reseved by me John Orchard 24: gill[.]" [29]

Thus ended the long-drawn-out legal battle between Archer and Ponton, so far as is disclosed by the records of the Town Court now available. Many of these records are missing, particularly those between 1662 and the time the government of the Duke of York supplanted that of New Netherland. Evidence exists, however, that the legal struggle between these bitter opponents continued under the English rule. On September 29, 1665, Ponton brought Archer before the Court of Assizes on an appeal from a judgment against him in the Hempstead Court of Sessions. There he alleged the defendant collected more monies than he was entitled to receive in the law-suit in which his house and that of Martin's were sold at an outcry, and that he had counterfeited (forged) an execution against him. Trial was had before a jury and the latter found in favor of plaintiff and against Archer in the sum of £9 and costs of the litigation. Judgment was rendered accordingly.[30] No disposition seems to have been made of Ponton's charge of counterfeiting, which was probably without merit, as the Town Court at Oost-dorp, on April 9, 1659, had ordered his house and that of Martin's, then under attachment, sold at an outcry. Moreover, his reputation was such that he could hardly make a credible witness and the records disclose this was not the only instance in which he made a charge of counterfeiting. In 1691 Ponton was before the Court of Sessions at Westchester with his friend Thomas Baxter, the pirate, the charge being that he did "Mallisciously falsly Rebelliously & seditiously . . . Utter speak & publish & declare that their Maj[es]$^{ties}$ Seale affixed to the Coñitons [Commissions] . . . was not their Maj[es]$^{ties}$ Seale and that the said Commitioners did then & there sitt without their Maj[es]$^{ties}$ Comm̃tion." [31]

[29] *Ibid.*, original records, p. 19; printed copy, pp. 17-18.

[30] Calendar of the Proceedings of the Court of Assizes, 1665-1672, typewritten copy, p. 2 (orig., p. 15), in Manuscript Division, New York Public Library. The reports of the Court of Assizes were destroyed by fire in 1911 and, consequently, may not be resorted to for enlightenment. Nevertheless, it should be noted that this court had original jurisdiction in an action for debt where the amount involved was in excess of £20, and that jury trials were permitted in cases on appeal from the Court of Sessions. In the latter court trial was had without a jury.

[31] Minutes, Court of Sessions, Westchester, p. 7 (at New-York Historical Society); printed copy, p. 67. When Ponton was ordered committed for his seditious, false and rebellious words, Thomas Baxter and Robert Bloomer, who were charged with the same offense, threatened the officer

While the litigation with Ponton was proceeding, Archer, on April 20, 1659, instituted an action in the Town Court at Oost-dorp against Josias Gilbert, Bartholomew Harrod and Robert Rose. This action arose out of a breach of contract for the sale by Rose of the lot upon which Anthony Gill resided, and a calf, in which "A coate & A payr of Briches," together with thirty pounds of beef, served as purchase money. In the hope of avoiding litigation, Archer had consented to submit the matter to arbitration and to the naming of Gilbert and Harrod, two disinterested persons, as arbitrators, and had agreed to abide by their decision. The arbitrators, seemingly, refused to act and were joined by Archer as defendants in the suit against Rose. The court, after hearing testimony, dismissed the action as against the arbitrators and ordered specific performance of the contract by Rose. The latter was required to give Archer a bill of sale of the lot "which he had formerly sould unto Anthony gill" and to deliver to him a calf or its equivalent in money. Archer was to give Rose the pair of breeches, the receipt of which had already been acknowledged by him and confirmed by the testimony of a witness. In addition, Rose was ordered to pay half the charge of

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who was commanded to make the commitment, saying: he "durst not Carry the Aforesaid Ponton to prisson, to the Great Terror of their Maj[es]$^{ties}$ People." An indictment by the Grand Jury was found against Baxter and Bloomer for their seditious action and the record shows Baxter was fined and the fine paid.

Baxter was a colorful character. He first resided in Gravesend, Long Island. When about 21 years of age, he went to Fairfield, Connecticut, appearing in the records there in 1642. He was arrested by the New Haven authorities charged with "plundering, spoiling & robbing" and taking a vessel which belonged to the Plymouth Colony. The Fairfield records note that "he pretends to be a resident of Fairfield" (Driggs. "The Two Baxters of New Amsterdam," in *New York Genealogical and Biographical Record,* vol. 70 (1939), p. 93).

Ponton was a bully and of like stripe as his friend Baxter. Sedition seemed to be the food upon which he thrived. He was the swashbuckling type and it made no difference whether he was living under English or Dutch rule. Petrus Stuyvesant had trouble with him during the Dutch regime at Oost-dorp, for, on October 13, 1663, the Dutch Director General of New Netherland wrote Governor Winthrop of the Connecticut Colony at Hartford, saying: "At Oostdorp before my departure from hence to Boston & in my absence upon Long Island, the most part of the good subjects . . . were subordinated, revoked and directed by seditious spirits, especially Richard Penton, whose Commission as they professe in his Swoord & whose power is his pistool" (Connecticut Archives, Colonial Boundaries, vol. 2, doc. 6; Riker Memorial, vol. 10, pp. 21-22, Box 18, Manuscript Division, N.Y. Public Library). In 1668, he was fined by the Court of Assizes for contempt of court.

"calling this cort" and all the charges and costs in previous courts.[32]

The case immediately above illustrates the scarcity of money in those early colonial days, for the medium used in the purchase of the real estate, to say the least, was a most unusual substitute for cash. Much of the litigation for debt arose as a result of this scarcity and not primarily through a desire on the part of the debtor to escape payment of his obligation. A further illustration as to the lack of money is portrayed in the court's assessment of damages in bushels of corn in another and most novel action which came before it on September 3, 1661, and in which Archer, Richard Smith and William Oliver were the plaintiffs, and a gray horse the defendant. There, the evidence disclosed that about twenty-five head of cattle, led by the equine defendant, invaded plaintiffs' fields wherein they had stored corn, and committed considerable damage. No testimony was had as to the ownership of the cattle, but it was disclosed that they entered the fields through an opening in the fence of John Richardson. The court held the horse and cattle liable and directed that they should pay equally for the damage, and that payment be made in bushels of corn. In settlement of the three claims, it was directed that "Jhon Archer" was to have "one third part of what hase or shal be payed[,] wich is 19 bosheles [bushels] and a halfe" of corn, and that Richard Smith and William Oliver were "to hafe 16 and a halfe [bushels of corn]," the same "to be paide by those men that on [own] the catol [cattle] and the fence" by the middle of November. The costs of court were assessed one half against the horse and the other half against Richardson for letting his fence be down.[33] While the record is silent on the point, it is a fair assumption that the court's decision resulted in the horse and cattle being held as security until their owners came forth and paid the damages assessed.

Continuing the quest for information concerning John Archer, we next encounter his trail in the Dutch town of Nieuw Amsterdam.

[32] Minutes, Town Court of Oost-dorp, *supra;* original records, pp. 21-22; printed copy, pp. 20-22.

[33] *Ibid.,* original records, p. 30; printed copy, pp. 28-29.

# III

## NEW AMSTERDAM CREATES A PUZZLE, BUT FURNISHES A KEY TO ITS SOLUTION

JOHN ARCHER, during the years he resided at Oost-dorp, transacted business in New Amsterdam. Evidently, he was well known at the latter place, for the alias "Jan Coopal" was affixed to his name as plaintiff on his appeal to the Dutch Court at New Amsterdam, from the judgment obtained by Ponton in the Town Court at Oost-dorp, although no such alias appeared in the record of the litigation in the lower court.[1] The expression "Coopal," as a nickname for Archer, consequently must have originated in New Amsterdam. The records of that place disclose "Jan Coopal" was defendant there on March 25, 1658, in an action brought by "Joris Wolsy," in the Court of Burgomasters and Schepens, over a transaction involving thirteen hogsheads of tobacco.[2] While there is nothing in the case to show the correct name of the person being sued under a nickname, the identity of that person is clearly established two weeks later (April 8, 1658) at the adjourned hearing of the litigation in the same court. Then, "Jan Aarsen or Jan Coopal" appears as plaintiff and "Joris Wolsy" as one of four defendants, the other three being Thomas Waldron, Philip Mintorn and Nicholas Emmerson.[3] When the case came to trial, plaintiff demanded that defendants be heard on their written declarations and that Wolsy be required to produce the originals in English. Upon this being done, it was found that the declarations agreed with the translations before the court.[4]

[1] Minutes, Town Court of Oost-dorp, *supra,* original records, p. 17; printed copy, pp. 13-14.

[2] Fernow, editor. *The Records of New Amsterdam from 1653 to 1674* (New York: 1897), vol. 2, p. 361 (hereinafter cited as *New Amsterdam Records*).

[3] *Ibid.,* p. 372.

[4] *Ibid.,* p. 372. From the demand made by plaintiff that the "declaration in English" be produced, the inference is had that Archer was familiar with that language.

It now remains to be determined whether the "Jan Aarsen" referred to in the above litigation was the John Archer who later became the founder of the Village and Manor of Fordham. Riker states that he was the father of Archer and that he was born at Nieuwhoff, Holland, and that the son was born at Amsterdam and in 1662 was called "Jan Arcer, alias Koopal, the younger." He adds that the latter's nickname arose as a result of the sobriquet "Coopal" being applied to his father.[5] While Riker fails to support his statements with a reference of any kind, that concerning the name of Archer's alleged father is evidently predicated on an action before the Burgomasters Court at New Amsterdam on July 13, 1658, in which "Jan Aarsen Nieuw-hof or Jan Coopal" is the plaintiff, and Pieter van de Linde, the defendant.[6] This, like the Wolsy litigation, also involved tobacco. However, nothing is contained therein which supports the historian's contention that the plaintiff was the father of Jan Arcer—neither does anything in any other case in which the same litigant appears. Consequently, if proof on this matter is to be had, it must be obtained from some other source.

Returning to the records of the Court of Burgomasters and Schepens, we find that on August 27, 1658, there is reported the suit of "Jan Aarsen Coopal" against "Tomas Wettelingh." This litigation involved the purchase and sale of tobacco, which had been the subject of an adjudication in Virginia, and discloses Archer's presence in that province before his arrival in New Amsterdam.[7] After hearing the parties the Court instructed them to

[5] *Revised History of Harlem* (New York: 1904), p. 249.

[6] *New Amsterdam Records,* vol. 2, pp. 411-415. This litigation was on the calendar of the court for trial on June 17, 1658, as "Jan Coopal," plaintiff, against Pieter van de Linde, defendant (*Ibid.,* p. 401), and was adjourned to July 13, 1658 (*Ibid.,* p. 501). Previous to this, "Jan Aarsen or Jan Coopal" testified in the same court [April 8, 1658] in an action brought by Claas Teunissen against the above-named defendant van de Linde (*Ibid.,* p. 372). On June 3, 1658, his name was mentioned in a suit brought in the same court by van de Linde against Jacob Davidtsen, as the seller of certain tobacco (*Ibid.,* p. 396). Then again, on May 20, 1658, there appears the case of "Jan Aarsen or Jan Coopal," plaintiff, against Pieter Engel, the coxswain of the ship *Otter.* This action arose out of the failure of defendant to deliver an anker of brandy and a pair of boots for which payment had been made in beaver skins (*Ibid.,* p. 386); and, on June 24th of the same year, "Jan Coopal" brought "Nicolaas de Meyer" before the same court because he failed to deliver an anker of cordial which had been purchased but which Meyer wrongfully sold to another person (*Ibid.,* p. 405). While the above cases involve Jan Aarsen, alias Jan Coopal, nothing appears therein which identifies him as the father of Jan Arcer.

[7] *Ibid.,* vol. 2, p. 425. The following is taken from the report of this

produce their accounts at an adjourned date. On September 3, 1658, the litigants were again before the court. This time the plaintiff was described as "Jan Aarsen Coopal Nieuwhoff" and the defendant as "Thomas Wettell." Arbitrators were appointed with instructions to reconcile the parties and, on failure to do so, to report to the court.[8] No further reference to this litigation appears in the records, and the presumption is that the parties were reconciled and the matter settled amicably.

By the year 1659, "Jan Aarsen, alias Jan Coopal," seems to have disappeared as a litigant before the Burgomasters Court at New Amsterdam. However, a "Jan Arcet [Arcer] alias Jan Coopal," is mentioned on November 30, 1660, as the owner of a tub of butter found in the possession of Albert Trumpeter, the defendant in a criminal prosecution.[9] From then until approximately five years later, the records of the New Amsterdam court fail to mention Jan Aarsen, Arcer, Arcet or Archer. It was only after the English had subjugated the Dutch, taken possession of the city and were in control of the court that any of these names again appear. Then, on two occasions, between September 19, and October 10, 1665, we find "Jan Archer" listed as defendant in litigation instituted by the Sheriff; and, on December 12, 1665, as "John Artcher" in an action brought by Jacobus Vos against Warnaer Wessels.[10]

The following year (October 30, 1666), "John Artcher" was the defendant in a proceeding in the Mayors Court [formerly Burgomasters and Schepens] brought by Augustine Heermans. The gravamen of the complaint was that he had wrongfully

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case: "Pltf. demands from deft. 800 lbs. of tobacco, and says [he] was at law with the deft. in the Virginias claiming from him 1600 lbs. tobacco and that the Court had condemned him the deft. to pay him the pltf. 800 lbs.; having spoken to him about the payment he struck him, and says a person stands without, who is acquainted with the matter; who appearing in Court is asked by the pltf. if he be not aware, that Thomas Wettelingh owes him 500 lbs. of tobacco? To which he answers, Knows nothing of it, but says, he was at law with him in the Virginias. Deft. answers, that pltf. is indebted to him the deft. being willing to prove so; for this purpose exhibits in Court certain interrogatory put to the pltf. in the Virginias. Pltf. is asked, if the interrogatory were put to him in the Virginias? Answers, Yes; but that it was regarding 2000 lbs. tobacco which the pltf. owed him, and that it is settled. Deft. is asked if he were at law in the Virginias with the pltf., to which he answers in English." [The members of the court were Dutch and evidently did not understand the reply, as the minutes fail to record it.]

[8] *Ibid.*, vol. 3, p. 4.

[9] *Ibid.*, vol. 3, p. 243.

[10] *Ibid.*, vol. 5, pp. 292, 299, 324.

claimed title to a certain parcel of land upon Throckmorton's Neck that complainant sold to Thomas Hunt. Archer, by way of defense, asserted he had a bill of sale for the land from Heermans, "but that the same is not here in Towne." Heermans then produced a copy of a contract of sale that he made with him in 1658, and alleged defendant had not performed the covenants on his part to be performed. He also claimed that in the year 1661 he made a further agreement with him in which the first was declared void upon plaintiff paying thirty-six guilders, wampum, which several times he tendered. Upon complainant agreeing to swear under oath to what he said, defendant accepted his statements as correct.[11]

However, Archer's assertion that he did not have the bill of sale in town indicates he was residing elsewhere at the time. While negative support for this conclusion is found in the assessment list of New Amsterdam for April 1665, which fails to disclose him as a resident, much stronger support is available by way of documentary evidence. This proof consists of a deed dated August 3, 1666, in which Archer conveyed to Laurence Carter and Mary Bedient "his house and lot" in the Town of Westchester, together with the garden, orchard and all the uplands and meadow ground then owned or occupied by him there. The deed describes the grantor as a resident of the town and the signature subscribed thereto reads "John Archer." [12] Notwithstanding this sale, Archer

[11] *Ibid.*, vol. 6, pp. 42-43.

[12] Deeds, Book 2, Secretary of State, Albany, N.Y., pp. 138-140. A copy of the recorded deed follows:

"A Deed of Sale from John Archer of Westchester, made to Laurence Carter & Mary Bedient, of his House and Lott there.

"This Indenture made y$^{e}$ 3$^{d}$ day of Aug$^{st}$ in the 15 yeare of the Raigne of o[u]$^{r}$ Soveraigne Lord, Charles the Seocond, by the grace of God, of England, Scotland, ffrance and Ireland King, Defender of the ffaith &c, and in the yeare of Our Lord God 1666. Betweene John Archer of Westchester, on the one Party, and Laurence Carter and Mary Bedient, on the other Party, Wittnesseth, That the said John Archer, for and in consideraton of the Sum̃e of Sixty Eight pounds, of good and Lawfull money of England, to him in hand paid, or Secured, whereof[?] hee doth hereby acknowledge the Receipt, Hath given, graunted, Bargained and sold, and by these p̃nts[presents] doth, fully, clearly and absolutely, give, graunt, Bargaine and Sell, unto the said Laurence Carter, and Mary Bedient, their heires and Assignes forever, all his House or Lott, lying and being in Westchester aforesaid, together with his Garden and Orchard, and all his upland and Meadow Ground, now in the tenure or occupation of the said John Archer, and also all such other Meadow Lands, as upon division made by the Towne, shall fall to the proportion of the said Lott; And all the Estate, Right, Title, Interest, use, Possession, Seisin and demands whatsoever, which the said John Archer hath, may, or ought to have, of, in or to the said

continued to reside in Westchester until the year 1668, when he sold to John and Timothy Winter his remaining property in that community and removed to Spuyten Duyvil.[13]

Not only did "Jan Aarsen, alias Coopal," disappear as a litigant before the Burgomasters Court at New Amsterdam by the year 1659, but his name fails to appear in the records of that town at a subsequent date. A most plausible explanation for its absence would be his removal elsewhere. While no trace of the name has

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House or Lott, and other the Premisses, with y^e^ Appurtenances by these pñts Bargained and sold, and every part thereof, and all and Singular, Deedes and writings concerning the same; To have and to hold the said House or Lott, with the Garden and Orchard, Uplands & Meadow, and other the p[re]misses above Bargained and sold, with their appurtenances, to the said Laurence Carter, to the Sole and onely use and behoofe of the said Laurence Carter, and Mary Bedient, and of their Heires & Assignes forever.

"And the said John Archer, for himself his Heires, Executo^rs^ and Adm[in]istrato^rs^, doth Covenant and Graunt to and with the sd Laurence Carter and Mary Bedient, their Heires, Ex[ecut]^ors^ & Adm[inistra]to^rs^, and every of them by these p^r^[e]sents, That he, the said John Archer, in his own right, and to his owne use now at y^e^ ensealing and delivery of these p^r^[e]sents, is and standeth Lawfully & solely Seized, of a good, p[er]fect and Sure Estate in Law, of the said House, Lott, and p^r^[e]misses, with their appurtenances and that they now bee, and forever hereafter shall bee, stand and continue to the said Laurence Carter and Mary Bedient, freely & clearly discharged and acquitted, or otherwise shall be well and Sufficiently Saved Harmlesse by the said John Archer, his heires, Executo^rs^ and Administrato^rs^, of and from, all & Singular former Bargaines & Sales, Joyntures, Guifts, Graunts, and incumbrances whatsoever, And further, That the said Laurence Carter and Mary Bedient, their Heires and Assignes, from hence forth for ever, shall or Lawfully may have and hold, all & Singular y^e^ p^r^[e]mises, above Bargained and sold by the said p^re^sents, and have, take, receive & Enjoy, all and Singular y^e^ Issues and proffitts thereof, w[i]^th^out any Lett, trouble, or Interrupcon of the said John Archer, or his Heires, or of any other Person or Persons, having or w[hi]^ch^ shall have or Claime, any Estate or Interest, of, in or to y^e^ p^r^[e]misses, or any part thereof, by or from him the said John Archer; In Wittnesse whereof, the Partyes to these p[re]sents, have Interchangeably put to their hands and Seales, the day & yeare above written.

"Sealed & delivered in y^e^
p^re^sence of

Edward Harrald
Rich: Charlton.

John Archer
Laurence Carter
Mary Bedient M her Mark."

A copy of the above deed was recorded at White Plains, Westchester County, N. Y., January 11, 1696/7. The name of the grantor, however, is given as "Jan" Archer (*Liber* B, pp. 318-9, Deeds).

[13] See p. 48, note 25.

been found in neighboring towns, the records of the English settlement at Stamford, in the Colony of Connecticut, disclose a John Archer residing there during 1659-1660. Moreover, this Connecticut Archer subscribed himself as "Jan Arcer" and was known to the Dutch of New Amsterdam by that name as well as by the alias "Jan Coopal, the younger." On June 15, 1662, he appeared before Waleyn van der Veen, a notary public of New Amsterdam, relative to a purchase by him from Cornelis van Langevelde, of a half interest in a yacht held by the latter, the other half being owned by Albert Albertson. Under the contract of sale signed by "Jan Arcer," the seller agreed to deliver to the purchaser at "Stamfort" his half of the yacht within a month from date, one to three days not counted, "the aforesaid Albert Albertsen being present and consenting to the delivery." [14] Shortly thereafter, Langevelde died, and, on February 17, 1663, his widow, Maritie Jans Joncke, then in "childbed and sick a-bed of children's pocks," made a declaration before notary public van der Veen, for use in case "the Lord pleased to take her out of this world to his eternal kingdom through this illness," that the following persons were indebted to her, viz:

> "1. From Jan Arcer, called Jan Koopal the younger, living at Stamfort in New England for half a yacht, according to notarial contract, £ 50 stg., payable in New England value, on which is paid a tub of butter of about 56 lbs., English weight, and 5 bushels of maize.
>
> "2. From Teunis Slingerlandt, living at Fort Orange, a balance of 113 fl. 4 st. in wampum.
>
> "3. From the miller at Narrewack [Norwich] in New England, Nathaniel Mason, 12 bushels of maize according to bond in the hands of said Jan Coopall.
>
> "4. A hogshead of prunes in partnership with Albert Albertsen on halves, standing at Jan Arcer's or Coopals aforesaid.
>
> "5. Also standing at said Arcer's 4½ bushels of maize in partnership with said Albert.
>
> "6. Further in partnership as aforesaid 1½ bushels of maize with 13 to 14 lbs. of butter, due in Stamfort."
>
> [Then follow two further items of debts owing the affiant and ten items of debts which she in turn owed, ending with the notary's remarks: "As the deponent through

[14] "The Records of Walewyn van der Veen," in Fernow, ed. *The Minutes of the Orphanmasters of New Amsterdam 1655-1663, 2* (New York: 1907), pp. 17-18.

God's mercy has recovered from her illness and is well again, it is not considered necessary to continue this."] [15]

The notarial documents mentioned above clearly establish the residence of John Archer at Stamford, Connecticut, during the years 1662-1663. They likewise disclose that there was an older person who was also known at the time by the sobriquet "Jan Coopal." This is obvious from the words "the younger" being placed after "Jan Koopal"—not "Arcer." These words are merely descriptive of "Koopal" and were studiously inserted by the notary, in an abundance of caution, to distinquish the two individuals bearing a like nickname. When the document was prepared, there was another "Jan" at New Amsterdam who was known as "Jan Coopal." That person was Jan Hendricksen Stilman and he was older than Archer.[16] Stilman died during the late summer of 1670. He was a party to litigation during the early part of the year, but, on September 29, 1670, his widow appeared in the Mayors Court at New Amsterdam in connection with his estate.[17] Thereafter, on May 21, 1671, John Lawrence presented his account to the court against "Jno. Coopal deceased" and sought preference in payment against his estate.[18] This preference was granted the following third of October against the "Curateurs" of the estate of "Jan Hendrickes Copall." [19] It was upon these documents of the Dutch notary, that the historian Riker evidently based his statement that "Jan Aarsen" had a son "Jan," who, in 1662 was known as "Jan Arcer, alias Koopal the younger." It will be observed the notarial papers mentioned were prepared in 1662 and 1663, respectively. If these documents are Riker's authority, and a diligent search fails to reveal any other source for his statement, it would seem that the intent of the notary in inserting the words "the younger," in describing "Coopal," was wrongly interpreted.

The historian's statement that "Arcer" was born at Amsterdam is believed to have been predicated on the marriage records of the Old Dutch Church in New Amsterdam; for there, under date of February 15, 1659, is recorded, in Dutch phonetic spelling, the marriage of "Jan Artisert" from Amsterdam, and "Catharina Keerloos" from Cambridge, England.[20] This entry relates to John

[15] *Ibid.*, pp. 34-36.
[16] *New Amsterdam Records,* vol. 6, pp. 212, 259, 267, 274, 363, 381.
[17] *Ibid.*, pp. 211, 267.
[18] *Ibid.*, p. 285.
[19] *Ibid.*, p. 331.
[20] Records of the Reformed Dutch Church, City of New York, in the archives of the Collegiate Church, *Liber* A (in Dutch), p. 599; *Records of*

Archer's marriage to Catherine Carles, and is a fair sample of the strange things Dutch scribes could do to English names and sounds. Obviously, Riker was familiar with this entry, otherwise he would have no foundation for his assertion that Arcer married an English girl from Cambridge in 1659.[21] While he fails to disclose the name of Arcer's wife, this omission may be explained by the fact that "Keerloos" was a corruption in Dutch of an English name, the like of which was not to be found among the early settlers at New Amsterdam. True, "Aarsen" appears in the records of the Court of Burgomasters and Schepens, and has affixed thereto "van Nieuwhoff," while the marriage entry indicates Archer came from Amsterdam. Nevertheless, this does not necessarily imply the references are to two separate individuals, for in both instances the names of the parties are translated into Dutch as they sounded to the person making the entry. Moreover, these seemingly inconsistent statements may be reconciled if it is assumed that one relates to the birthplace or residence and the other to the city from which the emigrant sailed for America.

Support for such an assumption is found in newly discovered evidence which shows Jan Aarsen to be merely another name by which Jan Arcer was known to the Dutch. This evidence is in the form of documentary proof and consists of a mortgage made September 18, 1658, by Cornelis "Comegys," residing on Pieter van de Linde's land at New Amsterdam, to "Jan Aarsen of Nieuwhoff, commonly called Jan Coopal," and a receipt given by the mortgagee upon payment of the sum of 121 guilders secured by the mortgage. Payment of this money arose out of an obligation in which "Comegys" agreed to deliver to "Jan Aarsen" or his assigns, on November 19, 1658, certain "good picked tobacco" at six stivers the pound. By this instrument there was secured "Comegys' " plantation "situate behind the Honorable Generals bowery" close by Pieter van de Linde's land. Appended to the recorded mortgage is a satisfaction thereof signed by Johannes Nevius, Secretary, certifying to having received by Mr. Wilhemus Beeckman's boy from "Jan Aarsen" a note of the following tenor, which he incorporates in his certificate:[22]

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*the Reformed Dutch Church of New York, Marriages* (New York: 1890), p. 23, in Collections of the N.Y. Gen. & Biog. Society, vol. 1.

[21] *Revised History of Harlem* (New York: 1904), p. 249.

[22] Burgomasters and Schepens (MS Minutes 1654-1660), vol. 2, p. 66; Translation entitled "Mortgages of Lots and pieces of Land in the City of New Amsterdam, 1654-1660," pp. 106-107. Both the original manuscript record in Dutch and its translation in English are kept in office of City Clerk, City of New York.

"Mr. Secretary Nevius. My request is, as I have been satisfied by Cornelis Comiges for the mortgage of gl 121 given to me, that you would be please to erase it.

Done 22d September 1658.
[Signed] Jan Arcer"

The signature on the note is given in the English translation accompanying the Dutch record of the Burgomasters and Schepens, as "Jan Arcel." This is a pardonable error, for signatures those days were none too legible and, frequently, the subscriber was illiterate. When it came to writing and spelling, such liberties were taken as might well make the modern reader doubtful whether the education of the average colonist of that period had advanced much beyond that of his fellow countryman of the Chaucerian era. An examination of the certificate executed by Nevius reveals it is written in Dutch. The name purported to be signed to the note copied by the Secretary looks like "Jan Arcel" or "Jan Arcet." [23] Fortunately, the original note received by the Secretary is still in existence. It is attached to a different part of the volume from that in which the mortgage is recorded and is also written in Dutch.[24] The last letter of the signature thereon is questionable, but it is such that the name could be interpreted as given above. A comparison of the signature with known existing signatures of "Jan Arcer" shows that the remaining letters thereof are written with similar characters and the handwriting to be the same. Thus, it is clear that the Jan Aarsen referred to in the mortgage and the Jan Arcer giving the receipt were the same individual.

Many additional facts and circumstances exist which support the conclusion that Jan Aarsen and Jan Arcer were not father and son. For example, no instance appears where the two alleged persons were present at the same place at the same time. Moreover, in Oost-dorp where Archer resided, there is no record of Senior or Junior being affixed to his name, and in that town the English predominated and were quite meticulous on that point, as is evidenced by these distinguishing designations being applied by them to the two Thomas Hunts, among others. Then, again, if Jan Aarsen was the father of Jan Arcer and not just another name under which the latter was known, there should be some existing

[23] In 1660, "Jan Arcer" was referred to in a criminal prosecution against Albert Trumpter, as "Jan Arcet," see p. 25.

[24] See facsimile copy of note, opposite p. 32. This note is misplaced in the records being affixed to a page where it does not belong (see Burgomasters and Schepens, *supra,* vol. 2, p. 31).

record of his marriage or death, or of some occasion when he subscribed himself by the name attributed to him. None seems to exist and the reason is obvious. Not only that, but, if Jan Aarsen had a son Jan, the latter, according to Dutch custom then prevailing, would be called Jan Jansen [meaning Jan, the son of Jan] and not Jan Arcer. Moreover, the reader will not be unmindful that from the year 1659, when Archer went to Stamford, until after his return to the Town of Westchester in 1664, his name or that of Jan Aarsen fails to appear as a litigant before the Mayors Court at New Amsterdam. This omission may be readily accounted for if both were one and the same person.

The court decisions mentioned are interesting from another angle, for they disclose that, when Archer appeared before the local court at New Amsterdam during the Dutch Administration, he was almost invariably described on the records as Jan Aarsen (with or without his nickname), but when he was before the same court during the English regime or at the Town Court presided over by English magistrates at Oost-dorp, he was usually designated as John Archer or John Orchard. A slightly different situation occurred when he was involved in matters which came before Governor Lovelace and his Executive Council. On such occasions, as will appear later, he was generally referred to as John Archer, frequently with his alias "Jan Coopal" attached. During these times Archer subscribed himself as Jan Arcer or John Archer. All this seems quite confusing, unless an understanding is had of the practice then followed by both the English and Dutch magistrates. It was their custom, when a foreigner appeared before them, for the magistrates to enter his name in their records according to what they believed to be its equivalent in the language of the court. For example, if the first name of the person was John, the Dutch magistrates would place in their records, Jan. The last name, if not Dutch, would be translated into that language. Should difficulty be experienced in this connection, the magistrates would simply change the name into a Dutch one pronounced like it, or spell it in Dutch as it sounded to them.[25] If the Dutch magistrates at New Amsterdam followed this custom, and they usually did, it would account for Archer's name being carried on their records as "Aarsen"; for Arcer and Archer are not Dutch names. It is obvious, therefore, that these magistrates must have translated Archer's name into a Dutch one sounding as near alike as possible

[25] Plooij and Harris, editors. *Leyden Documents relating to the Pilgrim Fathers* (Leyden: 1920), p. 9.

Mortgage given by Cornelius Comegyn to Jan Aarsen dated September 18, 1658, with certificate by Johannes Nevius, Secretary, showing its satisfaction

—thus, Aarsen. In doing this, little did these officials realize they were creating a puzzle for future generations, the key to the solution of which would lie hidden for nearly 300 years in a misplaced document in the archives of New Amsterdam.

# IV

## STAMFORD REVEALS A SECRET

IT WILL be recalled that the notarial contracts of van der Veen, of New Amsterdam, mention "Jan Arcer" as residing at Stamford, in New England, in 1662 and 1663. He probably accompanied Thomas Newman from Oost-dorp to Stamford in the fall of 1659. The latter mentions him in his will, which is dated at "East Towne, New Netherlands [*sic*], June 2, 1659," and witnessed at Stamford, February 27, 1660. At the time his will was prepared, Thomas Newman was about seventy-five years of age and evidently in poor health, as he died in March 1660. A few months later, his will was recorded at Stamford and presented to the court in New Haven for probate. By this instrument Newman's estate was bequeathed to his son William, of Stamford, with instructions to provide for the testator's wife Mary, and to give to "Catherine Carles, alias Archer, the wife of John Archer, twenty shillings; and unto each of Archer's surviving children £ 5." [1] An abstract of the will, as recorded in the town records of Stamford, follows: "Will of Thomas Newman, 2 June 1659; East taowne in the New Netherlands[*sic*]; wife Mary; son William of Stamford; grandchild Katherne Careles alias Archer, wife of John Archer, Witnesses: Richard Mills, Samuel Mills." [2] Thus is disclosed the name of the wife of John Archer. Heretofore, it has remained somewhat of a mystery, due, more or less, to the minister registering both in Dutch phonetic spelling, at the time of their marriage on February 10, 1659, as "Jan Artisert and Catharina Keerloos." [3]

[1] Stamford Town Records, MS vol. 1, p. 77, printed in *The American Genealogist*, vol. 10, p. 114; Hoadley, editor. *Records of the Colony or Jurisdiction of New Haven 1653-1665* (Hartford: 1858), pp. 352, 486-487; Huntington. *History of Stamford, Connecticut* (Stamford: 1868), p. 59. The original will is said to be in the possession of the Connecticut State Library at Hartford, but was not available for examination when requested.

[2] Stamford Town Records, *supra*.

[3] Records of the Reformed Dutch Church, City of New York, *Liber* A (Dutch), p. 599.

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The small bequest to Archer's wife in Newman's will was probably influenced either by a dowry having been given upon her marriage a few months previously or by the fact that her husband was a man of means in the community. In connection with the latter statement, it may not be amiss to note that the Dutch minister recording Archer's marriage in the register meticulously appended to his name the alias *"nieusorisch,"* which expression, judging by the corrupt spelling of the respective names of the parties to the ceremony, seems a misguided attempt at *"nouveau riche."* [4] What-

[4] The entry relating to Archer's marriage in the records cited in the note immediately preceding is written in Dutch, in handwriting similar to that contained in other entries on the same page (see reproduction, opposite p. 36). Although they bear different dates, these entries have the appearance of having been made at the same time. Obviously, they were copied from memoranda of some sort and were probably inserted by a person other than the one making the original notes. Investigation discloses these assumptions to be correct, for it has been ascertained that these entries were made by Rev. Henricus Selyns about the year 1700 from papers collected and arranged by him (Records of the Reformed Protestant Dutch Church in the City of New York, *Liber* A, translated from the Dutch in the year 1869 by Rev. Talbot W. Chambers, one of the ministers [1849-1896] of the Church). This being so, it is not unlikely that some errors crept into Selyn's copy. If difficulty was experienced in deciphering any part of this entry, it most likely occurred in connection with the letters "r" and "v," for these characters when written in Dutch closely resemble each other and frequently perplex the transcriber. This is particularly true when such a French word as *"riche"* is written phonetically in Dutch, because by adopting the letter "v" in place of "r" the everyday Dutch word *"visch"* [fish] is obtained, whereas a comparable situation does not exist when the letter "r" is used. Assuming such a mistake occurred in this instance, then the alias in the original entry must have read *"nieusorisch,"* the similarity of which to *nouveau riche* in pronunciation is so striking as to leave little room for speculation as to the intent sought to be conveyed. Moreover, this interpretation fits perfectly into the jig-saw puzzle created by this alias, for, at the time, Archer was so well known for his spending proclivities that he was dubbed "Coopal" [Buy all] by the Dutch.

The writer is not unmindful that Riker endows Archer with a different alias from that above. He first introduces his reader to this "noted person" as "Jan Arcer, alias Neuswys, from Amsterdam" (*Revised History of Harlem,* p. 248). No authority is cited for this alleged alias and an exhaustive search fails to find any support for it. Nevertheless, the historian's introductory statement reveals the hidden source from which it sprung—the corrupt spelling in the entry relating to Archer's marriage in the records of the Dutch Church. This is disclosed by his familiarity with these records. His assertion that "Arcer" came from Amsterdam and that he married an English girl from Cambridge in 1659 is evidence of this, otherwise he would have no basis for these statements.

Analyzing this alleged alias of "Neuswys" [nosewise], it will be observed that a certain similarity exists between its first syllable with the

ever may have been the motive of the registrar in studiously incorporating this alleged alias in the records, the fact remains that he succeeded in disclosing Archer to be a man of substance. Whether his property was newly acquired is of slight import. If so, it redounds to his credit in being a self-made man. Nowhere is it charged or even intimated that his wealth was procured through unlawful or dishonest means, which is something that may not be said of some of our early colonials of cherished memory.

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*"nieu"* in *"nieusorisch."* The *"nieu"* syllable is believed to be a contraction for *"nieuw"* [new], for the early colonists in and around New Amsterdam occasionally omitted the "w" in writing. But Riker, ignoring the letter "i." interprets the syllable as *"neus"* [nose] and, for some unfathomable reason, adds to it *"wys."* Adopting the historian's *"neus"* in place of *"nieu,"* and affixing to it the balance of the alias in the marriage records, we have *"neusovisch."* Now, the Dutch have a noun *"neusvisch,"* which is the name by which they designate a species of fish called the sneep or beaked carp. The nature of this term is such, however, that it seems improbable that a minister of the church would, in any event, characterize a person by its use. No evidence warranting its application has been found and Riker disregards it, giving preference to what appears to be an alias of his own choosing. To accept such an interpretation necessitates abandoning the vowel "o" in the term and the substitution of the Dutch equivalent for nose in place of new. Moreover, there is a lack of harmony with "Coopal," the alias by which Archer was well known. And, what seems most important, the fact that both *"neusvisch"* and *"neuswijs"* are Dutch expressions denotes a strong improbability that a learned minister of that nationality, or one who was fluent in the language, would be so unfamiliar with their spelling as to enter them incorrectly in the Church records.

When the original entry was made in 1659, there were two ministers in the Dutch Church at New Amsterdam—Rev. Johannes Megapolensis and Rev. Samuel Drisius. The former, born in Holland and a graduate of the University of Cologne, was the senior pastor and distinguished for his learning. He taught his son Samuel, Latin and Greek, mastered the language of the Mohawk Indians, and in all probability was acquainted with French; for he is said to have preached to the Huguenots at New Amsterdam and is known to have had conversations with French Jesuits which culminated in correspondence in Latin with Fathers Isaac Jogues and Simon Le Moync (see *N.Y. Eccles. Rec.,* vol. 1, pp. 427, 434-439; Corwin, Edwin Tanjore. *Manual of the Reformed Church in America,* 4th ed., pp. 611-615; *Appleton's Cyclopedia of American Biography,* vol. 4, pp. 286-287). Drisius, too, was somewhat of a linguist. A native of Germany, his knowledge of Dutch, French and English is said to have influenced his assignment to America. He is reported to have preached in those languages at New Amsterdam and on Staten Island (*The National Cyclopedia of American Biography,* vol. 12, p. 424; see biography in *Manual of the Reformed Church in America, supra*). Thus, it would seem that either of these ministers might have been qualified to insert this alleged alias in the marriage register. Megapolensis, however, usually resorted to Dutch or Latin when writing and it is unlikely that he would couple a fellow Dutchman with an alias in French when compiling a

Note sent by Jan Arcer to Johannes Nevius, Secretary, under date of September 22, 1658, advising of payment of Comegyn's mortgage



Anno 1659.
Den 3 januar.
Gijsbert Martenszen, van Loenen in 't Sticht van Uytrecht, en
Neeltje Jans, van Amstordam.

Den 17 dicto
Pieter Hendricksen Cristiaens, van Voorburg, en
Christina Bleijcker, van Stoltenau in Lunenburgerlt.
todem.

Gerrit Janszen van Campen, soldaet, en
Machtelt Stoffels, wedu van Anthony Lodewijck.

den 14 febr.

D. Samuel Drysius, predick tot N. Amstordam, en
Lysbeth Grevenraedt, wedu van Elbert Elbertsz glasem.

den 15 dicto.

Jan Arissen, alias Nicolovisch, van Amstordam, en
Catharina Koerloed, van Cambrigh in Oudt Engelandt.

den 22 dicto.

Jan Guisthout vanden Linden, van Brussel, en
Jannetje Barentz, van Haerlem.
todem.

Reproduction of part of a page from register of the Reformed Dutch Church of New York containing entry of John Archer's marriage to Catherine Carles on February 15, 1659

Returning to Newman, it will be recalled he had been a magistrate at Oost-dorp in 1657. Apparently, his son William was with him at that settlement during the early part of 1659; for, on March 6th, of that year, he testified in the Town Court at that place on behalf of the plaintiff in an action which "John Orchard" [John Archer] brought against Robert Rose.[5] The Newmans, it is believed, first settled at Ipswich, Massachusetts, as a John Newman was a proprietor there in 1634 and a Thomas Newman in 1638.[6] Both of these early pioneers sailed from London for New England on the *Mary and John* in March 1633.[7] Before going to Oost-dorp, Thomas Newman resided from an early date at Stamford, in the Colony of Connecticut, where he owned lands in 1649 and is recorded as being present in 1654.[8] He doubtlessly was there a few years prior to 1649, as his son William received two acres of marsh and three acres of wood land, together with a house lot, at a Stamford town meeting in 1642, and is listed as being there as late as May 27, 1654.[9] Evidently, both left Stamford during the latter year to escape the wrath of the New Haven authorities. For, on March 22, 1653, William was brought before

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record. On the other hand, Drisius, having been born in Germany, would be more apt to insert an aside in that language, for by so doing he could screen his comment from the prying eyes of the unscholarly Dutch. Moreover, an exhaustive search fails to reveal this alias in any contemporary record. Thus, in all probability, the insertion of *nouveau riche* was merely the minister's way of expressing with greater subtlety that which the Dutch intended to convey by their use of "Coopal." While the marriage register may have had a monopoly on the use of this alias, so far as Archer is concerned, further support for its application may be found in the economic situation then prevailing in the Dutch nation. The Thirty Years' War had been brought to an end by the Treaty of Mŭnster and the Peace of Westphalia in 1648—a little short of eleven years prior to the incorporation of this alias in the record. Its termination was followed by the rise of capitalism in the Netherlands. Trade, exploited by its merchants to an "expanding world," brought prosperity to the country, but with it there was ushered in a newly rich middle class among its people.

The foregoing facts and circumstances are believed to be impressive to the point of being logically conclusive that the only justifiable interpretation of the alias in the marriage entry is that given herein.

[5] Minutes, Town Court, Oost-dorp 1657-1662, p. 18, printed copy p. 16. The latter gives Archer's name as "Archare."

[6] Pope. *The Pioneers of Massachusetts* (Boston: 1900), p. 328.

[7] Drake. *The Founders of New England* (Boston: 1860), pp. 70-71.

[8] Huntington. *Op. cit.*, p. 19; Schenck. *History of Fairfield, Connecticut* (New York: 1889), vol. 1, p. 82.

[9] Huntington. *Op. cit.*, pp. 20, 38; Stamford Town Records, MS vol. 1, p. 6; printed in *The American Genealogist,* vol. 10, p. 42; Hoadley, editor. *Op. cit.*, p. 106.

the General Court at New Haven to answer an accusation made by Robert Basset [who had been charged by the court with raising volunteers to make war upon the Dutch] that he and his father were not satisfied with the colonial government because they had no votes. William admitted the charge, whereupon he was found guilty of "pleading for such libertie in votes as would overthrow the foundations of government," and placed under a bond of twenty pounds to attend to his oath of fidelity. At the same time, he was informed his father had written a letter which was "very offensive to the court," but that, owing to his age, it had refrained from summoning him.[10] The next year we find William accompanying Thomas Pell and his followers in their venture into New Netherland. He was with Pell on June 27, 1654, when the latter negotiated with the Indians for a part of that Dutch territory, and his name is subscribed as a witness to the certificate appended to the agreement of purchase. Moreover, the following November, Pell made a contract with certain residents of Connecticut for the purpose of establishing a colony upon the land at or near Oost-dorp, and Thomas Newman was among those arrested and later released by the Dutch for unlawfully settling there.[11] A longing to return to Stamford, influenced by a desire to die under the English flag, probably prompted his leaving the Dutch jurisdiction of Oost-dorp in 1659.

John Archer continued to reside at Stamford with his wife and family after the death of Thomas Newman. He witnessed an agreement made there in 1660 by the widow of "Thomas Uffet" [Ufford], of Stamford, and her three children.[12] He also appears as "John Archer of Stamford" in an action which he instituted against Francis Browne, of the same place, involving the sale of a horse. This action came before the Court of Magistrates at New Haven on October 17, 1660.[13] Apart from showing John Archer to have been a good horse trader, this case discloses he was conversant with the English language, as eight witnesses, in addition to the defendant, testified to conversations with him. These witnesses were English and their depositions were read before an English colonial court. The conversations likewise were in English, as appears from the record of the case.[14] Among those testifying

[10] Hoadley, editor. *Op. cit.*, pp. 56, 64.

[11] See pp. 4-5.

[12] Stamford Town Records, MS vol. 1, p. 52, printed in *The American Genealogist,* vol. 10, p. 111; Huntington. *Op. cit.*, p. 64.

[13] Hoadley, editor. *Op. cit.*, pp. 380-383.

[14] The following testimony is recorded:

for Archer was William Newman, then said to be about fifty years of age.

The Newmans were not the only persons migrating from Stamford, as residents of that town had been leaving from time to time for over a decade because of their resentment against the governing magistrates at New Haven. These settlers alleged that the magistrates enacted law, imposed taxes and deprived them of votes, liberties and justice.[15] Many of these families established new

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"John Archers of Stamford, plainteife in an action of the case concerning a horse, against Francis Browne of Stamford, defendt, declared: That he had a horse, about the moneth of February, 1659, w^ch^ Francis Browne had a minde to, after some treaties betixt them, they came to an agreem^t^ that Francis Brown should have his horse (w^ch^ he deliu'ed to him,) for which horse he was to have his choyce of Francis Browns horses or 13^Li^ in pease & wheate, but he feareing that corne would fall short, he released the corne and desired of the defendt a horse, according to agreem^t^, but instead of a choyce out of all his horses, the defendt p^r^sented a horse, 2 yeares old, w^ch^ if he liked not he must stay till his other horses came vp, w^ch^ he was not willing to doe, & did therefore commence this sute against the defendant. . . ."

In support of his testimony Archer submitted the depositions of William Newman, Cornelius Jones, Peter Disbrow, Richard Ambler and Stephen Clawson, all taken and sworn to before Richard Law of Stamford, between October 13th and 16th, 1660.

Defendant testified "that he had a horse of y^e^ plaint' (w^ch^ his fancy led him to,) w^ch^ horse fell sick and he thought would have died, w^ch^ he rideing to Norwalk tired that he was forced to dragg five miles, w^ch^ he kept all winter vpon charge, w^ch^ he in May following proffered to the plaint' againe but he refused to accept him, vpon w^ch^ he endeavoured to gett vp his horses, that John Archer might have his choyce, but the tearmes of agreem^t^ was, that he was to have his choyce of a horse when they came vp. . . ."

Supporting defendant's testimony were the depositions of his wife Martha Browne, Thomas Brown (aged about 22 years and probably his son) and Joseph Meade.

Then came the testimony of plaintiff in rebuttal, after which the Deputy Governor tried to have the parties agree upon a settlement. Unsuccessful in his efforts, the Deputy Governor, in the name of the Court, ordered "that the said Francis [Browne] doe vse all reasonable & honest endeavours to get vp so many of his horses as may be had within foure moneths space, and p^r^sent them to John Archer that he may chuse out one to his best content, but if they being gradually got vp & p^r^sented, & the said John Archer do refuse to accept any at the time when p^r^sented, w^ch^ afterwards he shall returne to accept, that horse being turned out, he shall be gotten vp at Archers charge, only he is to be prised [appraised] by indifferent men, & Browne is to make him worth 12^Li^ in wheat & pease at price currant, & to be sure to have one horse alwayes in hand vntul the time of 4 moneths be fully expired."

[15] Mather. *The Refugees of 1776 from Long Island to Connecticut* (1913), p. 159; Huntington. *Op. cit.*, pp. 73-77; *Town Records of Hempstead,* printed copy, vol. 1, p. 7.

homes under the tolerant Dutch laws, either at Oost-dorp, or at Hempstead, Long Island.[16] At the latter place, Reverend Robert Fordham and John Carman, of Stamford, with a few others, purchased land from the Indians in 1643 and acquired a patent from the Dutch Director General of New Amsterdam, William Kieft, in the following year.[17] Old records in Holland disclose that, in April 1644, the "English clergyman, Mr. Fordham," was governor at "Heemstede," New Netherland.[18]

Among those settlers migrating from Stamford to Hempstead were the Carle family. The town records at the latter place show that Thomas and Sarah Carle, his wife, were early settlers there and the owners of land in 1657 and 1658.[19] Probably they were present at a much earlier date, but this is difficult to establish because the first volume of records of the town, which embraces the period from its beginning until the year 1655, has been lost.

It is quite apparent John Archer was on most friendly terms with the Newmans, father and son. This is evident from the elder Newman's will and the testimony of his son in Archer's behalf in the litigation at Oost-dorp and again at Stamford. In view of this, and the fact that Archer's wife, an English girl, was the grand-

[16] Some of the early settlers of Stamford who left that town for Oost-dorp were Jeffrey fferes [Ferris], Elias Bayley, Thomas Hunt and members of the Underhill, Jessup and Hustice families, all of whom are recorded at Stamford in 1641 (Stamford Town Records, MS vol. 1, p. 11, printed in *The American Genealogist,* vol. 10, p. 42).

[17] Deeds, Book 2, pp. 129-134 and Book 3, pp. 100-104, Secretary of State, Albany, N.Y.; *Town Records of Hempstead,* printed copy, vol. 1, p. 7. The clergyman Robert Fordham (b. abt. 1603) was the son of Philip Fordham of Sacombe, Hertfordshire, England. He was the Vicar of Flamstad, Hertfordshire, from 1628 to 1638 and came to America with his family in 1640. Settling first in Massachusetts, he soon left there for Stamford, Connecticut, where he became the leader of a small congregation of independent Puritans, most of whom constituted the first English colony at Hempstead. He left Hempstead in 1648 to answer a call from Southampton, L. I. Here he remained until his death in 1674. His son, the Rev. Jonah Fordham, later became the pastor of the church at Hempstead (Jacobus. "The Fordham Family," in *The American Genealogist,* vol. 13, pp. 67-70; Ross. *History of Long Island* (1902), vol. 1, pp. 141-143).

[18] The "Breeden Raet," printed at Antwerp in 1649, reprinted in *Documentary History State of New York* (octavo ed.), vol. 4, p. 67.

[19] *Town Records of Hempstead,* printed copy, vol. 1, pp. 7, 19-20, 56, 59. Thomas Carle died intestate March 29, 1676. His widow, Sarah, daughter of James Halstead, requested letters of Administration, which were granted (*Collections,* N.Y. Historical Society, 1892, pp. 34-35). On May 1, 1676, his widow made an agreement with Jonas Hallsted, of "Jemeka," and James Beatty, of Hempstead, to carry on and manage the husbandry work of the estate (*Town Records of Hempstead,* printed copy, vol. 1, p. 230).

daughter of Thomas Newman, there is a strong probability that Archer was acquainted with the English clergyman who founded Hempstead. At least, he must have known about him from his wife, or the Newmans. The former was probably related to those Carles [20] who came to Hempstead from Stamford, and the Newmans were at the latter place when Fordham left it to establish his parish on Long Island. Another source of information also existed—Rev. Jonah Fordham. He assumed the pastorate at Hempstead in 1660, Rev. Robert Fordham having answered a call from Southampton, Long Island.

About the year 1665, Hempstead was joined with Oyster Bay and the Town of Westchester [formerly Oost-dorp] into the North Riding of Yorkshire. As it remained joined until 1683, it is not improbable that one of the Fordhams visited Westchester during this period to preach, for that community at the time had no clergyman of its own. In any event, the opportunity was present for Archer to become acquainted with this independent Puritan and Congregationalist—Robert Fordham—and to learn of his fearless Christian leadership in the advocacy of the cause of his parishioners against the New Haven authorities. His courage must have struck a responsive chord in the breast of the dauntless opponent of the gun-toting and sword-rattling Ponton. Perhaps an exalted admiration of this worthy disciple of righteousness and a desire to emulate his founding of a village inspired Archer, in later years, to establish a settlement and manor and to endow them both with the name of this distinguished clergyman and Governor of Hempstead.

The year following the death of Thomas Newman, Archer returned for a brief period to Oost-dorp. He is recorded as plaintiff there in an action against a "gray horse," which was decided by the Town Court on September 3, 1661,[21] and as being absent on February 2 and March 3, 1662, when an action of debt brought

[20] In making this statement the author is not unmindful that the name "Careless" existed in England at an early date and that on Nov. 23, 1674, there was a John Careless, of the City of Gloucester, witness to a will in England, and that in 1544, "John Carless" was a like witness to a similar document (*The American Genealogist,* vol. 9, p. 16; vol. 16, p. 18); also, that the registers of baptisms at St. Botolph, Bishopsgate, London, Eng., record the baptism on Oct. 21, 1666, of John, the son of John and "Dorothie" Careles. In America the name was probably contracted to Carle. It is, however, not to be confused with Carll, the original New Jersey pioneer by that name being of German parentage.

[21] Minutes, Town Court, Oost-dorp 1657-1662, original records, p. 30; printed copy, pp. 28-29.

against him by William "Celsby" of Flushing came before the court.[22] His failure to appear in the litigation is explained by the notarial contracts of Walewyn van der Veen, which show he was residing at Stamford during the years 1662 and 1663.[23] This Connecticut residence he maintained until about the time English rule supplanted the Dutch at Westchester in August 1664. In the printed list, taken from the documents in London, England, containing the names of the Dutch who swore allegiance to the English after their surrender at New Amsterdam in 1664, there appears the name "Jan Ascen."[24] The original signature is doubtlessly written in Dutch and probably is that of Jan Arcer. A mistake might readily occur in deciphering his signature, for at the time Archer was present in that town and no record is found of a "Jan Ascen" being there.

Thus, in addition to disclosing a most plausible reason for the appellation bestowed upon his manor, the records of Stamford reveal at least two important facts relating to John Archer, to wit, his residence in Stamford and the name of his wife.

[22] *Ibid.*, original records, p. 31; printed copy, p. 30.

[23] See p. 28-29.

[24] *London Documents relating to the Colonial History State of New York*, vol. 3, p. 74.

# V

## SEDITION THRIVES AT OOST-DORP

IN 1662, while John Archer was at Stamford, the English Colony of Connecticut, through its General Assembly at Hartford, made claim to the lands lying in Oost-dorp which they called West Chester. Negotiations were had with the town's representatives and, on July 10, 1663, the Connecticut authorities delegated one of their magistrates to visit the town for the purpose of influencing the inhabitants with respect to their choice of magistrates and for the administering of appropriate oaths to those elected.[1] The majority of the town's residents were English and for many years they had been calling their settlement East town instead of by its Dutch equivalent—Oost-dorp. Consequently, it did not require much persuasion for them to adopt the name of West Chester in its place. In this they were swayed to a certain extent by a claim put forth by Thomas Pell, of Fairfield, to the lands of the town which he alleged were purchased by him from the Indian proprietors in 1654; and by reason of the settlement he caused to be made there by residents of Stamford and Fairfield, in November of that year.[2] The fact that this settlement was opposed by the Dutch as being on land owned and colonized by them as a part of New Netherland, under an Indian deed made fourteen years prior to that of Pell's,[3] played no part in the town's determination. The inhabitants were tired of the Dutch administration and needed only an excuse to allign themselves with the Colony of Connecticut. This, too, was the situation with residents of the towns within the Dutch jurisdiction on Long Island, a majority of

[1] Trumbull. *History of Connecticut* (New London: 1898), vol. 1, p. 212.

[2] Bolton. *History of Westchester County,* 3rd ed., vol. 2, pp. 275-276; see note 10, pp. 3-4. For determination showing invalidity of Pell's claim see note 8, p. 44.

[3] The purchase was made by the Dutch West India Company in 1640 (Bolton. *Op. cit.,* vol. 2, p. 28, citing Albany Records, Book 2, p. 147; Brodhead. *History of the State of New York* (New York: 1872), rev. ed., vol. 1, p. 296).

whom were English. In their seditious activities the towns received the support of the Connecticut authorities at Hartford, who not only made claim to all the land between West Chester and Stamford, but, on October 8, 1663, accepted the town of West Chester as a member of their corporation.[4] The Director General of New Netherland, Petrus Stuyvesant, was powerless to prevent this treason on the part of the towns and tried unsuccessfully to put an end to it through the medium of letter writing. In a communication addressed to Governor John Winthrop of the Connecticut Colony, under date of October 13, 1663, he alleged the inhabitants of Oost-dorp were "subordinated, revoked and directed by seditious spirits," and, in particular, by Richard "Penton" [Ponton], "whose commission," the residents professed, "is his Swoord & whose power is his pistool." [5] The Director General's pen, however, failed to prove more persuasive than the sword—the British terminating the correspondence by subjugating the Dutch and taking over the territory the following year.[6]

Around the latter part of 1663, or the early part of 1664, Archer returned to Oost-dorp from Stamford to find it basking in its new name of West Chester. This is more or less substantiated by the absence of any record showing his presence in Stamford during 1664 and by the fact that on June 15 of that year, "Jan Arcer" was one of the subscribers to a release, executed by the "then inhabitants" of West Chester, to Thomas Pell, of their rights and interests in and to the land at that place.[7] This document, seemingly, was made at the instance and request of Pell and for the purpose of bolstering his alleged title to the lands claimed by him. If not, why were declarations in his interest studiously incorporated in the release? For example, we find the inhabitants referring therein to the "justnesse and right" of Pell's claim.[8] And, in an agreement signed by Pell and recorded the day

[4] Bolton. *Op. cit.*, p. 285.

[5] Connecticut Archives, Colonial Boundaries, vol. 2, doc. 6.

[6] Bolton. *Op. cit.*, p. 286.

[7] See pp. 6-7, note 22.

[8] In 1664 Pell laid claim, by virtue of his Indian deed, to a part of Westchester called Cornell's Neck. This land was held by Charles Bridges and his wife Sarah, through ownership by the latter's father, Thomas Cornell, and by virtue of a deed from the Dutch Governor, William Kieft, dated July 26, 1646. An action was brought by the Bridges against Pell and trial was had on September 29, 1665, in which judgment was rendered for plaintiff (Bolton. *Op. cit.*, vol. 2, p. 271). The invalidity of Pell's deed, so far as it related to lands in the Town of Westchester, seems to have been definitely established by the Court of Assizes about 1671, in litigation brought against him by John Richbell, over the taking of a certain tract of land in Mama-

following the execution of the release, he states: "The major part of the inhabitants of West chester" have "surrendered up all their righte, titles and claimes, of ye Land w$^{ch}$ they p$^{r}$tended, to possesse, to Thomas Pell, the owner thereof (as appeareth by writeing under their hande in the foregoing page [release of preceding day])." Surely, such language was employed for only one reason, namely, to constitute a declaration against interest on the part of the inhabitants in favor of Pell's alleged claim. As that claim was without merit, so far as the town of West Chester was concerned, the assumption seems justified that these two documents were the result of collusion between Pell and the residents of that settlement. This conclusion is strengthened by the fact that no attempt was made by Pell to oust the inhabitants from the property they occupied or to require any payment from them. Instead, Pell's agreement specifically provided "that the inhabitants might enjoy, the present improvements of their Labours, Their home lotts, and planting grounde, with what meadowes were in times past laid out to each . . . [.]" Also, that in case they wanted additional meadow "to supply their p$^{r}$sent necessity," they should address themselves to "Mr Jessop" and the "Townesmen & freemen[.]" [9]

A few months after the recording of Pell's agreement, the town proceeded to lay out land for its inhabitants. On March 19, 1665, we find "Arcer" was one of those persons receiving an al-

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roneck. In that dispute the following entry appears upon the records of the court: "Whereas, Mr. Thomas Pell, of Ann-hookes Neck [Pelham Neck] late deceased [1669], upon pretence of purchase of several tracts of land of the Indian proprietors within the then government and jurisdiction of the Dutch, made claims unto the same as namely, the lands belonging to Westchester, Eastchester and Cornell's Neck, and that, after said land together with a larger tract formerly belonging to the said Dutch, were by his Majesty's Letters Patent granted unto his Royal Highness the Duke of York, and by the said Dutch surrendered by agreement unto his Royal Highness's Deputy Col. Richard Nicolls before whom said Pell did personally appear the first assizes held in New York, and then to make good his claim to the lands aforesaid, and where it being sufficiently and lawfully proved that the aforesaid lands, together with a large tract as far as Greenwich, was before purchased by the late Dutch government, and whatsoever part thereof was not by him granted out, was of right property belonging unto his Royal Highness, some of which was granted to Thomas Richbell, . . ." (Bolton. *Op. cit.*, vol. 2, p. 288, 289). It appears that a subpoena was issued in January 1671, in the above mentioned dispute, directed to John Archer of Fordham, for the purpose of having him give evidence therein (Bolton. *Op. cit.*, vol. 1, p. 469, note a).

[9] Minutes, Town Court, Westchester 1665-1669, MS vol. p. 83, at The New-York Historical Society.

lotment,[10] and, on June 11, following, he registered the marks of his cattle with the town.[11] Then, on August 6, 1665, a declaration was subscribed by thirteen of its residents, including "Jan Arcer," reading as follows:[12]

> "Wee whose names are underwritten do joyntly agree & set too our hands to send the 8 Townsmen to General Nicolls to stand by them in what they doe in ye perticuler for the settlement of the Towne."

The next year, Archer acquired additional land in the town. On May 7, 1666, he obtained from the authorities a parcel adjoining the land of John Ferris which included an orchard and house lot.[13] And, on July 11, he is recorded as one of eighteen persons receiving a portion of the second division of the west meadow laid out by the town and one of eleven persons to whom the second division of the east meadow was apportioned.[14] It was his interest in these meadows which he sold in August of that year, together with his house, home lot and garden, to Laurence Carter and Mary Bedient.[15] Notwithstanding this sale, he continued to reside in the town. On March 1, 1666/7, he purchased from Elias Doughty "ffoure Score Acres of up Land and Thirty Acres of Meadow lyeing & being betwixt Brothers River and the Watring [watering] Place at y$^{e}$ End of the Island of Manhattans."[16] Doughty, at the

[10] Records, Town of Westchester, vol. 4, p. 25, now *Liber* 53, p. 25, Record of Deeds, Town of Westchester, Aug. 6, 1665-Oct. 17, 1696, at Comptroller's office, New York, N.Y. For copy, see *N.Y. Genealogical & Biographical Record,* vol. 60, p. 105.

[11] Records, Town of Westchester, vol. 4, p. 3, now *Liber* 53, p. 1, Record of Deeds, Town of Westchester, Aug. 6, 1665-Oct. 17, 1696. A copy of this record is in Book 13 [notes], Box 11, Riker's Memoria, Manuscript Division, New York Public Library.

[12] Records, Town of Westchester, *supra,* vol. 4, p. 33, now *Liber* 53, p. 1, Record of Deeds, *supra.*

[13] *Ibid.,* vol. 4, p. 29, now *Liber* 53, p. 1, Record of Deeds, *supra.*

[14] *Ibid.,* vol. 4, p. 33, now *Liber* 53, p. 33, Record of Deeds, *supra.*

[15] See note 12, p. 26. Around this time, we find the name of the town being written as one word, viz., Westchester.

[16] Paltsits, editor. *Minutes of the Executive Council of the Province of New York: Administration of Francis Lovelace 1668-1673* (Albany: 1910), vol. 1, pp. 195-196 (hereinafter cited as *Minutes of Executive Council*); Seymann. *Colonial Charters Patents and Grants to the Communities Comprising the City of New York* (1939), p. 425. The land purchased by Archer has been acquired by Doughty from his sister Mary, widow of Adrian van der Donck [called Jonkheer]. The latter owned the property since 1646, together with adjoining land on the north, known by the Dutch as "Jonkheers Landt" and by the English as Yonkers (Bolton. *Op. cit.,* p. 503).

time, acknowledged having received full payment for the lands and meadow and, on September 18, following, stated that Archer was to have the "ffreshest Boggy Meadow that lyeth on ye South side of Westchester Path, within y^e^ Patent of Mr. Oneal," upon payment of a certain consideration.[17] Thereafter, by deed dated September 15, 1668, Elias Doughty confirmed his previous sale to John Archer and described more fully the land and meadow covered by the latter's purchase. According to this instrument the land conveyed extended from "Westchester old foot path (by the Boggy swamp) so to run Southerly Two Miles down[,] or thereabouts[,] as far as the extent of the patent [granted to Hugh O'Neale and Mary his wife] Reaches[,] then East and west to be bounded by Bronks River and the River commonly called Harlem River[.]" And that the meadow sold was "Thirty Acres of good Mowable Meadow Ground . . . near adjoining the [that] which is Reserved and Excepted in the bill of sale made to William Betts and George Tippett[.]" [18]

In those early pioneer days at Westchester, litigation was rampant. Much of it, as heretofore explained, may be attributed to the scarcity of money and the lack of personal property. Most of it was of a trifling nature. For example, John Archer testified before the Town Court, September 3, 1666, upon behalf of the plaintiff, in an action brought by John Winter against Thomas Mollenor for three pounds, ten shillings and costs; [19] and the following day he was defendant in a suit instituted by Robert Huestis for five pounds.[20] Then, on March 4, 1667, John "Archar" was a witness in the same court upon behalf of Thomas Hunt, Jr., the plaintiff in an action against Roger Townsend for the "value of twenty shillings, besides damages [court costs]." [21] On February 2, 1667/8, he was again in the local court, this time joined as a defendant with Samuel Barret and William Barnes, in an action commenced by Roger Townsend. Here the gravamen of the complaint was that Archer had wrongly nonsuited the plaintiff in an-

[17] *Minutes of Executive Council,* vol. 1, p. 196. After the death of Adrian van der Donck, his widow Mary, nee Doughty, married Capt. Hugh O'Neal of Patuxenty, Maryland, the patentee named above. Bolton incorrectly describes this parcel of land as being on the *north* side of Westchester Path (*Op. cit.,* p. 504).

[18] See Appendix B, p. 155, for copy of deed on file in the archives of the Collegiate Church of the City of New York.

[19] Minutes, Town Court of Westchester, *supra,* MS vol. p. 89, at The New-York Historical Society.

[20] *Ibid.,* p. 95

[21] *Ibid.,* p. 81.

other action. By agreement, this dispute was referred to two Justices of the Peace "to make an end of it." [22] Shortly thereafter, on March 2, 1667/8, Jonathan "Right" [Wright] sued Archer in the Town Court for twenty shillings, alleged to be due for damages to a gun. Archer failed to appear, whereupon the court ordered the gun brought in and delivered to the constable the following morning, at the same time instructing that official to keep the weapon for fourteen days, at the expiration of which the parties were ordered to appear, when the Court stated it would dispose of the matter.[23]

One of the principal desires of the inhabitants of Westchester around this time was to obtain a minister. So, at a town meeting on June 26, 1667, it was decided that an attempt be made to get "W. Brusster" [Brewster] to come among them as their minister at a salary of "£ 50 for the first year" and that John Archer be directed "to treat with him." [24]

During the year 1668 Archer appears to have removed from Westchester to his lands at Spuyten Duyvil. On March 27 of that year, he sold all his property in the town to John and Timothy Winter. In the bill of sale given on that occasion he is mentioned as having been lately an inhabitant of Westchester. Embraced in the sale were his house and home lot lying north of the home lot formerly in the possession of Thomas Newman, his wife's grandfather, and six acres of upland in the planting field at Frogs Neck, ten acres of upland on Long Neck and eighteen acres of meadow land adjoining.[25]

[22] *Ibid.*, p. not numbered.

[23] *Ibid.*

[24] Records, Town of Westchester, vol. 4, p. 26, now *Liber* 53, p. 28, Record of Deeds, Town of Westchester, Aug. 6, 1665-Oct. 17, 1696, at Comptroller's office, New York, New York.

[25] Record of Deeds, Town Clerk, Westchester, MS vol., p. 41, at The New-York Historical Society, where listed as Record of Town Meetings, Westchester 1665-1691. A copy of this bill of sale as recorded by Robert Huestis, Town Clerk, follows:

"Westchester March ye 27: 1668

Be it knowne unto all home [whom] these presents maye conserne that John Archer inhabitant lat[e]ly in westchester doe sell and set over his howse and home lote[,] with all other lands belongeing thare unto[,] and all other rits [rights], preveledges[,] commodetis and discommoditis which doe belonge thare unto[,] from him[,] his haires[,] exseketers[,] admenestaters and asines[,] unto John winter and Timothy winter[,] boeth inhabitants in westchester[,] to them[,] thare haires[,] eseketers[,] admemestraters and assines forever[,] to posses and in Joye as thare one[own] rite and intreste[,] without let[,] henderance ore molestation by the sayde John arecher[,] ore any other person[.] the abofe sayde howse and lands[,]

No sooner had Archer removed from Westchester than he started to encounter trouble from the authorities of that town.

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which the abofe sayde John Archare haue solde unto the sayde John winter and Timothy winter[,] being setueate in westchester in the juerisdicktion of nue yorke[,] in amerikae[,] the pertekueler persells of lands being and lying as folloeth[:] the home lote setueate between the broke [brook] and the hiewaye which lieth to the noreth of the home lote which was formorly thomos nuemans[;] all soe six akers of upland lying in the planting feeld uppon the est necke commonly called frockes [frogs] necke[,] and ten akers more ore les more of upland lying uppon the necke of land commonly called longe necke which lyeth by bronckces rever[,] commonly soe called[;] and aightteen akers of medoe land lying in the kofe of medoe which lyeth adioynening [adjoining] vnto the sayde neck[,] and in consideration of the abofe sayde howse and lands[,] the abofe sayde John archer haue receveed sole sattisfacktion[;] and in confermation of the abofe mentioned premises[,] I haue set to my hand and giveen and delivered as my ackt and deed in presents of Richard panton

Robert Huestis John Archer"

[at end] "This is a true record of Joh winters and Timothy winters bill of salle written by Robert Huestis towne Clarke"

Newman's house and land at Westchester were purchased by Robert Bates of Stamford and sold by him to Edward Adams of Fairfield, in the Colony of Connecticut. Upon the latter's death, his sons Abraham and John Adams, who also resided in Fairfield, sold to William Richardson of the Town of Westchester, on April 25, 1679, "the originall the house & Land called by the Name of old Newmans" (Records, Town of Westchester, vol. 4, now *Liber* 53, p. 207, Record of Deeds, Town of Westchester, *supra.*

# VI

## THE BIRTH OF A VILLAGE

THE purchase of the "Boggy Meadow" in Oneal's patent, referred to in the preceding chapter, seems to have been a precautionary measure adopted by Archer to insure having a supply of grass for his cattle in the event that he was prevented from obtaining any from his other meadows at Spuyten Duyvil. At the time, the inhabitants of the neighboring Town of New Harlem were asserting title to these meadows and were complaining that he was trespassing thereon. Governor Nicolls had issued a warrant to the Constable of Westchester under date of August 16, 1667, in which he alleged the inhabitants of Harlem had, for a number of years, mowed their hay in the meadows on the far side of the Harlem River and that John Archer of his town claimed an interest therein by virtue of a patent granted for the "Yonckers Land to Hugh Oneale & Mary his wife." Moreover, there was a direction in the warrant that Archer be warned to "forbeare cutting Hay in those Meadowes this present season," and to do nothing "to molest those of Harlem" until the Governor had an opportunity to satisfy himself as to the titles of both parties and render judgment to whom the "Meadowes doe belong." [1]

Meanwhile, Archer was successful in purchasing from Thomas Lamberts and Joost Kockuyt the Jansen and Aertsen patent issued by Director General Kieft, of New Netherland, to a parcel of land on Manhattan Island lying opposite but somewhat to the south of that which he had obtained from Doughty. This appeared to be a most desirable acquisition, as the principal and most direct route from the Island to Westchester and points in New England was

[1] *Minutes of Executive Council,* vol. 1, p. 197. The Town of New Harlem, pursuant to a patent which it received from Governor Richard Nicolls in 1667, occupied the upper half of the Island of Manhattan north and east of a line commencing at 74th Street and the East River and running therefrom across Second Avenue at 79th Street to 129th Street and the Hudson River (Pierce. *New Harlem Past and Present* (New York: 1903), pp. 197, 200, 220. See map of New Harlem made by James Riker in 1879, opposite p. 52).

by way of these properties. With pioneer's vision he probably sensed the possibilities, not only of rising land values in the area of his purchase, but also of the profits which control of the highway might entail. If he had in mind by this acquisition to control the traffic between Manhattan Island and his property on the mainland through the construction of a ferry or the erection of a toll bridge across either Spuyten Duyvil Creek or the Harlem River, he failed to take into consideration the Town of New Harlem. This settlement not only enjoyed the advantages of being the site of an operating ferry to the mainland, at or about the present East 125th Street and the Harlem River, but claimed title to the very land covered by the Jansen and Aertsen patent by virtue of a later grant which it had received from Governor Nicolls. Moreover, his dispute with that town over the meadows at Spuyten Duyvil was far from being settled and there was a new Governor, Francis Lovelace, in place of Nicolls.

The issue came to a head when four of Archer's cattle were seized upon the meadows in controversy by order of the New Harlem magistrates. This was followed by a complaint to the Governor by Daniel Tourneur, Johannes Verveelen, Resolved Waldron and the Constable, Pieter Rollofsen, acting upon behalf of the town, in which they not only alleged Archer's cattle were trespassing upon the town's lands along the creek or kill [Spuyten Duyvil], but also attacked his right to the land covered by the Jansen and Aertsen patent. As a result, a special meeting of the Council was called by the Governor, and, on November 6, 1668, a hearing was had on the matter. It was opened by a reading of the complaint. This was followed by the production of the town's patent, after which Archer was heard. He denied any claim to lots 1, 2, 3 and 4 upon the mainland, with which he was charged, but said he had purchased land "near adjoining" which was formerly the "Youncker Van der Duncks" [Adrian van der Donck's]. Not having the necessary papers with him to support his statement, he was ordered to produce his patent for the "Younckers Land" in fifteen days' time, with proof of title to the land where he had built. Simultaneously, the Council agreed, upon receipt of the documents, to appoint persons to view the meadow and lands adjacent for the purpose of ascertaining how the meadow may be best preserved from further damage and trespass.[2] After making this ruling, they declared a recess until the afternoon when the Council resumed the hearing to consider a further allegation in the

[2] *Ibid.*, pp. 22-23, 203-204.

complaint relative to the lands on Manhattan Island lying opposite "Spiting Divell" which Archer purchased from Thomas Lamberts and Joost Kockuyt.[3] At this session he was asked by Governor Lovelace how much he paid for the land. He declared that it was 600 guilders and that he had spent an additional 40 guilders.

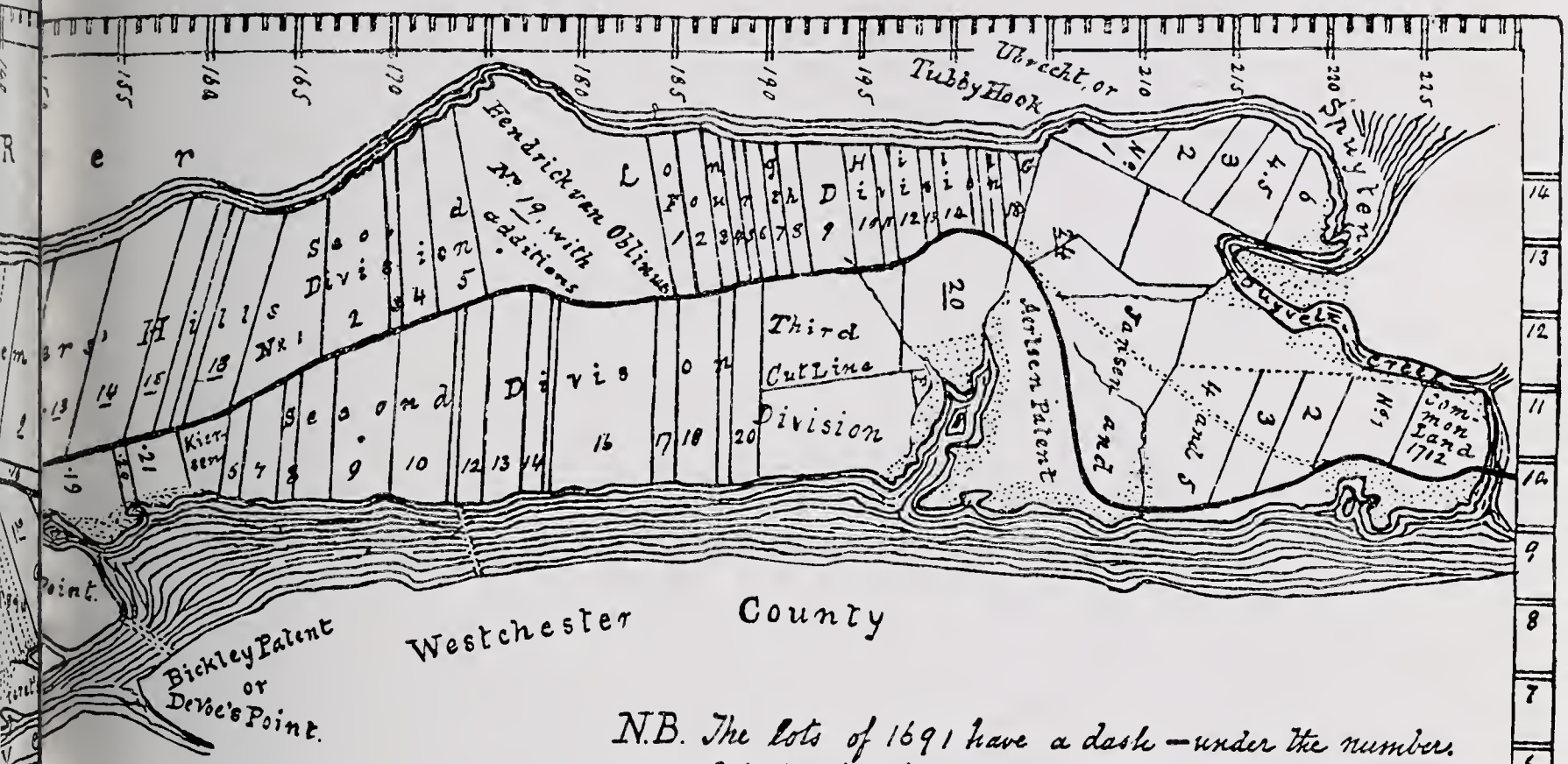
Discussion was then had by the Governor and his Council of the reasons advanced by the late Governor Nicolls for not confirming the patent of Archer's predecessors in title. These alleged reasons were: (1) "it might bee injurious to y$^{e}$ Towne of Harlem;" (2) the long time that had elapsed from the date of issuance of Kieft's ground brief without a settlement being made on the land; and (3) the consideration given for the property was small. After due deliberation, the Council decided that the land in question belonged "to the Towne of Harlem" by virtue of its patent from Governor Nicolls and through the lapsing of Kieft's ground brief. At the same time, a recommendation was made that the Towne of New Harlem pay the "pretended Proprieto$^{rs}$" the consideration given by them in acquiring the ground brief and that "Copeall" [Archer] be not prejudiced.[4] For the purpose of carrying out the decision of the Council, Governor Lovelace signed a formal judgment in which it was adjudged "that the land in Controuersy doth belong to the Towne of Harlem by vertue of their Patent & that the former ground briefe or Patent graunted by Governo$^{r}$ Kieft is of no validity it being forfeited by seuerall actes of the Government[.]" With the above was a recommendation that, since the owners of Kieft's patent had sustained a loss upon the land, "some expedient be found out to make payment to them of so much as the first agreement for the sale thereof was made[.]" [5]

[3] The Dutch Director General of New Netherland, Kieft, granted a ground brief for this land to Pieter Jansen and Huyck Aertsen March 11, 1647. This brief became known as the Jansen and Aertsen patent. After the death of the patentees Kockuyt and Lamberts became its owners (Riker. *Revised History of Harlem* (New York: 1904), pp. 148-149, 247).

[4] *Minutes of Executive Council,* vol. 1, pp. 23-24, 204-205.

[5] *Ibid.,* vol. 1, pp. 204-205. New Harlem had no patent for this land under the Dutch; the first one issued was granted by Governor Nicolls (Riker. *Op. cit.,* pp. 285, 385). Archer, on September 25, 1683, testified in a suit for trespass and ejectment, brought by Daniel Tourneur against Col. Lewis Morris in the General Court of Assizes, that the town aforesaid, "pretending want of meadow," obtained from Director General Stuyvesant permission to mow, until the owners appeared to protest; that when Col. Nicolls came, the town, by underhand means, obtained a patent from him although it "had none before" but rented the land from the Indians (Riker. *Op. cit.,* p. 385). From the above, it would seem that Archer was

Map made by James Riker in 1879, showing the




N.B. The lots of 1691 have a dash — under the number.
Lots in 1st Division have a dot . before the number.

A. The Church Farm.
B. Snake Hill (Mount Morris.)
C. Part of the Mill Camp sold A. Brouwg, 1753.
D. The Bay lot.
E. Moestje Davids Fly.
F. Common land sold by the Dutch Church to J. Lyckman, 1818.
G. Common land.

Lots on J.P. Flat as re-surveyed 1724.

# ...p of Harlem:

...Showing the Lands

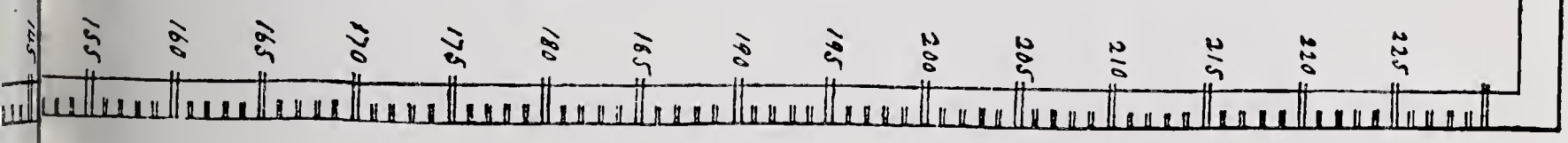
as in the

...nal Lots and Farms.

To illustrate

...m, its Origin and Early Annals."

...thentic sources, by James Riker, 1879.



...nds of Harlem as in the original lots and farms

Two weeks later, on November 21, 1668, Archer again appeared before the Council for the purpose of proving title to his lands at Spuyten Duyvil. This he failed to do to the Council's satisfaction, which required, in addition to the patent submitted, a bill of sale or bond setting forth the purchase. To afford him a reasonable opportunity to obtain this proof to "cleare his Title," a further adjournment of the hearing was granted until February 14, 1668/9. At the same time, an order was issued that in the interim he was "to remaine in peaceable & quiett possession of what he now enjoyes w$^{th}$out any disturbance or molestation[,] he giuing no just cause of complaint to his neighbours[.]" [6] The same day the Governor directed the Constable and Overseers of New Harlem to release the attachment pursuant to which Archer's cattle were seized, so that they "may be free & at his owne disposall[.]" [7] Compliance with the Governor's order was had December 13, 1668, "Jan Arcer" giving a receipt bearing that date addressed to the magistrates for four attached cattle.[8]

When the time arrived for Archer to submit additional proof in support of his title to the lands at Spuyten Duyvil, he was thwarted from accomplishing his purpose by reason of a *caveat* being filed with the Council by Richard Ponton, John Ferris and Joseph Palmer, upon behalf of the Town of Westchester, the day before he was to appear. In following this course, the town was merely acting to preserve any right or interest it might have in the land, should Archer's title not prove satisfactory to the Council. That the town was fully cognizant of the weakness of its position is portrayed by the indecisive language employed in its allegations, namely, that the land "where John Archer is seated or any from him[,] if not included in y$^{e}$ Pattent graunted to M$^{r}$ Oneale & his wife[,] is claymed by the Towne of Westcheste$^{r}$ to belonge to them as w$^{th}$in their Lymitts." [9] The effect of the filing of the *caveat* was to serve notice upon the Council not to pass upon Archer's title until representatives of the Town of Westchester could be heard in opposition.

Governor Lovelace now decided to avail himself of the opportunity presented to dispose of two controversies at the same

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the victim of a grave injustice through the Governor and his Council awarding the lands covered by Kieft's ground brief to the Town of New Harlem.

[6] *Minutes of Executive Council,* vol. 1, pp. 25-26, 205.

[7] *Ibid.,* vol. 1, pp. 205-206.

[8] Records, Town of New Harlem, MS Book 2, p. 65; Translation, MS Book 1, p. 110. Both in Manuscript Division, New York Public Library.

[9] *Minutes of Executive Council,* vol. 1, p. 207.

time. With that end in view he appointed, on February 24, 1668/9, a commission consisting of John Richbell of Mamaroneck, William Lawrence of Flushing, Thomas Wandall of Maspeth Kills, Jacques Cortelyou of New Utrecht and Resolved Waldron of New Harlem, to hear and determine the disputes between Archer and the Towns of Westchester and New Harlem.[10] For this purpose the commissioners were directed to view the lands and meadows involved, empowered to examine witnesses, patents and other "wrytings or Records" of the parties, and required to report their determination by the "first day of Aprill next." At the same time it was provided that their decision, or that of a majority of them, was to be a "finall Conclusion of all such matters in dispute," unless an appeal was taken upon good ground from the judgment rendered to the "superior Court" of the government at the General Assizes.[11]

While neither the report nor judgment of the above mentioned commissioners has been discovered, it seems fair to assume they did not find in favor of the Town of Westchester; for, not only was its claim without merit, as will be demonstrated later, but certain overt acts of the Governor a few months after his appointment of the commission indicate a tacit acknowledgment, if not ratification or confirmation, of Archer's title to the land in dispute. Among these acts were the issuance of two warrants under date of April 30, 1669. The first authorized Archer to make inquiry after, and to take possession of, a stray gray horse running in the "woods or Some other place neare unto or about yo$^{r}$ Towne of Westchester", and the second empowered him to take up a "certaine Stray bull now running at yo$^{r}$ Plantac̃on about 3 years old." [12] These directives were followed a few days later by the Governor's approval of an application submitted by Archer for permission to settle sixteen families on his land at "Spiting Devill." This approval was first given orally and shortly thereafter confirmed in writing, as follows: [13]

> "Liberty to John Archer to settle 16 familyes at Spiting Devill.
> "These are to certify all whome it may concerne That I haue given leaue to John Archer to Settle Sixteene familyes upon the Maine neare the wading place according to directions formerly given, and that what agreem$^{t}$ hee

[10] *Ibid.*, pp. 29-30, 207-208.
[11] *Ibid.*, pp. 207-208.
[12] *Ibid.*, p. 209.
[13] *Ibid.*

Shall make with y^e^ Inhabitants as to their proporc̃ons of improvable Land and homelotts; I Shall be ready to confirme, but do respite the Setting out the uttmost bounds for their Range, until I Shall come once more upon y^e^ Place after w^ch^ I shall grant a patent for their further assurance. Given under my hand at Fort James this 3th day of May 1669:

Fr. L."

Meanwhile, Archer had been busily engaged, at his own expense, in establishing a village on his property at Spuyten Duyvil. Houses were built for prospective tenants and accommodations provided for the relief of travelers journeying to and from Manhattan Island. Land was laid out for "perpetuall Commons" and roads were constructed "convenient to the meadows Commons and water side." The spot chosen for the settlement was on high ground, and the main highway—then known as Westchester Path and later as Kingsbridge Road—ran through the center of the development. Most conveniently situated near the "wading place," it commanded a delightful view of the northern portion of Manhattan Island and the Palisades across the Hudson River.[14]

While work was under way at Spuyten Duyvil, Archer was negotiating with residents of New Harlem and other places for the purpose of securing desirable tenants. Then came the decision of the Governor and his Council voiding the Jansen and Aertsen patent. This, no doubt, necessitated some change in Archer's plans. To forestall possible future surprises of like unpleasantness, he caused the petition heretofore mentioned, for the settlement of sixteen families on his land at Spuyten Duyvil, to be filed with the Governor. Upon obtaining oral permission and while awaiting the Governor's written confirmation which came later,[15] he entered into a lease with Kier Wolters and Peter Roeloff on Feburary 12, 1669, and followed it the same day by another with Marcus du Sauchoy.[16]

[14] Seymann. *Colonial Charters Patents and Grants to the Communities Comprising the City of New York* (New York: 1939), p. 429; Bill of Sale, John Archer to Roger Barton, Deeds, Book VI, p. 122, at the office of the Secretary of State, Albany; Westchester County Deeds, *Liber* C, pp. 68-70.

[15] For copy of written permission, see p. 54.

[16] The lease entered into by Archer with Kier Wolters and Peter Roeloff is recorded in Dutch in the New Harlem Records in Book 2, p. 67, and that with Marcus du Sauchoy [written Forfay in recording] in Book 2, pp. 68-69 (Translation, Book 1, pp. 114-115). The book containing the entries is in the Manuscript Division of the New York Public Library, as are other existing records of the town. A translation of these records in English,

The lease with Wolters and Roeloff was for a term of seven years, commencing as of September 20, 1668, and the consideration named therein called for the annual payment of a "fat fowl" by the lessees. It provided, among other things, for the lessees' improving and developing the land, by clearing, fencing, and put-

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imperfect in many respects, is also on file there, and from that translation the following copy of the first mentioned lease is taken (New Harlem Records, Translation, Book 1, pp. 112-113):

"Upon this day the 12 Feb'y anno 1669, appeared before me Jan Lamontagne Jun, Secretary of this Town and admitted by the Honorable, the Mayors Court, residing in the Jurisdiction of New Harlem, in the presence of the afternamed witnesses[,] Jan Aertsia on the one part and Kier Wouters [Wolters] and Peter Roeloffe on the other part, who acknowledge with one another to have bargained and agreed in manner hereinafter written.

"Jan Aertschot constitutes himself as Lessor of a piece of land lying west of Bronx River and East of the brook that runs into the Mandepis Creek without naming the contents, for the term of seven years, each year a fat fowl. The rent has commenced on the 20th September 1668. The lessees shall be bound, in the seventh year, to have the land cleared and in fence and under the plough, to sow it with clover for their use. Kier Wouters and Peter Roeloffe as Lessees shall be bound in the eighth year to pay as rent the tenth sheaf on the field as it stands in cocks, and thereafter as long as they or their heirs may please to keep it for the fifth sheaf on the field in cocks. In each year the Lessees may erect buildings, and make fences at their expense for their own use, except that the lessor shall provide for the lessees a cellar for both lessees. The Lessees shall have for their own use five acres in the Salt meadows and in the fresh meadows as much as to them appertaines. The Lessor reserves for himself so much of the same land as is necessary for a farm—but not so much as will injure the lessees. The Lessor will not to lease or let the expressed stipulated or reserved farm to their prejudice or without their approbation. The lessees to leave the surveyed land in good fence and the houses and barns in tenantable order.

"The Lessor obligates himself to deliver the named land to the lessees full and unincumbered excepting the right of the Lord, and to make good all damages that in any way may accrue from privilege, and for the confirmation, we the contractors bind ourselves and our properties, real and personal, submitting to the laws and the courts.

"In witness whereof we have undersigned this together with Joost van Oblinis and Nowel Morrisse, as witnesses hereunto requested.

Dated in the Jurisdiction of New Haerlem—the date as above.

"J. Van Oblinis
Nowel Morrisse

Jan Arcer
Kier Wolters
Pieter Roelofse"

The above mentioned translations, in most instances, incorrectly interpret the names of the parties to the leases. For example, "Jan Aertschot" or "Jan Aertsia" appears in the translation of some of the recorded instruments as the lessor, whereas the name originally recorded in Dutch is "Jan

ting it "under the plough" by the end of the term. At the same time, the lessees were given the privilege of erecting buildings and fences for their own use, with the express understanding that upon the termination of the lease they were to leave the premises in "good fence" and the houses and barns in tenantable order. On his part, the lessor agreed to permit the lessees the use of five acres of salt meadow and as much fresh meadow as was apportioned to their parcel of land.

The lease with Marcus du Sauchoy was along modified lines. It covered so much of a designated piece of land as the lessee could clear and cultivate within four years from April 1, 1669, and it called for the delivery to the lessor of one half morgen [about one acre] of land "fit for the plough" and, upon the surrender of the lease, to leave the land in "suitable fence." The lessor, in turn, agreed to provide the lessee with sufficient meadow for eight head of cattle, in addition to his "working cattle," and a "suitable dwelling house."

These leases were followed by eight others on May 1, 1669. They were with Jan Pietersen Buys, Cornelis Adriance Viervant, Aert Pietersen Buys, Jan Hendrick Boch, Jan Teunisz van Tilburg, Hendrick Kiersen, Louwerens Ackerman and Michael Bastiaensen. All provided for the occupancy of a certain portion of land for a specified term at a nominal consideration, conditioned, among other things, on the lessees developing the property by clearing, fencing and putting it "under the plough." The leases, however, differed slightly in substance from the two entered into previously. Here, for the first time, we find Archer leasing designated houses, and, in most instances, a specific amount of acreage for clearance and cultivation.[17] The houses so leased were known as house lots and were numbered from one to ten, while the land to be tilled ranged from twenty to slightly over twenty-five acres. Then, on December 5th following, the above were supplemented by leases to Kier Wolters and Marcus du Sauchoy, respectively. Each were for five years and covered twenty acres of land for

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Aertsiert." The latter is phonetic spelling and likewise is incorrect, for the lessor signed his name to the leases as "Jan Arcer" (see facsimile copy of lease to "Louwerens" Ackerman opposite p. 58). Riker, who had these records before they came into the possession of the New York Public Library, compared a part of the translations with the originals in Dutch and made note of this error.

[17] Each of these eight leases are for a term of five years. All purport to be signed by the lessees save those to "Jan Pieterse" [Jan Pietersen Buys] and "Jan Hendricks" [Jan Hendrick Boch] (New Harlem Records, Book 2, pp. 70-76; 82-83, 95; Translation, Book 1, pp. 115-121, 125-127, 134-137, 139).

tilling and each included a specified house lot for residential purposes. Wolters received house lot No. 5, and du Sauchoy, No. 6.[18] Later, other leases were entered into.[19]

The village, upon which Archer bestowed the name of Fordham, soon found itself embarked upon a "sea of troubles." One month after the issuance of the certificate granting permission to settle the sixteen families, the Governor issued an order directing Archer and the inhabitants of his place not to cut grass upon the meadow ground or valley belonging to the Town of New Harlem.[20]

Archer, being cognizant of the identity of the instigators of the above order, promptly countered by lodging a cross complaint against Richard Betts and George Tippett, in which he alleged they were cutting and carrying away a greater portion of hay from the meadow and valley than they were entitled to and that their action left the "farmers at Fordham neare Spiting Divell destitute." As a result, the Governor issued a directive to Betts and Tippett on July 27, 1669, ordering them to suspend the cutting and carrying away of hay and to leave the premises in their present condition until he was able to come or send some one to view the land and give judgment to whom it belonged.[21] A few days later, he or-

[18] New Harlem Records, Book 2, pp. 82-83; Translation, Book 1, pp. 134-137.

[19] On October 11, 1671, three additional leases were recorded by Archer at New Harlem. The first was with Hendrick Kiersen for a term of three years, commencing October 1, 1671. The second was with Aert Pietersen Buys commencing August 1, 1672, and the third named Cornelis Viervant as the lessee from October 1, 1671 (New Harlem Records, Book 3, pp. 25-29; Translation, Book 1, pp. 171-175).

[20] *Minutes of Executive Council,* vol. 1, p. 210.

[21] *Ibid.,* vol. 1, pp. 210-211. This order contains one of the earliest references that has been found of Archer's property at Spuyten Duyvil being designated "Fordham." It seems to be solely antedated by a reference contained in an agreement which Governor Lovelace made with Johannes Verveelen, under date of July 15, 1669, for the construction of a ferry at Spuyten Duyvil (see pp. 59-60). Bolton states the name "Fordham" is derived from the Parish of the same name in Norfolk, England, and is compounded of the words "foord" and "ham," the first meaning "ford" and the second "mansion" (*History of Westchester County,* 3rd ed., vol. 2, p. 503). Scharf, in his *History of Westchester County* (vol. 1, pp. 773-776), cites Bolton as his authority and states the village of Fordham was located "near to the fording place" in Spuyten Duyvil creek, and that this accounts for the name. While there is no desire to question the etymology of "Fordham," as given by Bolton, or that the village by that name was near the "fording place," or, as Governor Lovelace puts it, "wading place," still it is not believed that the explanation given was the motivating cause for the adoption by an emigrant from Holland of an English name for his settlement. There certainly must have existed a much more compelling

1761

Op Dingsdach 7 May o Compareerden voor mijn Heer
de Lieutenant Meijer ende Schepenen dezer Stadt Amsterdam
bij de Leye Major Pieter Jansen Schut
Louwerens Ackerman, als Huijder van
Vordam overmits de Weduwe Jacob
Arcer overleden, gehouden te
zijn van Heeren Collaterale Gronden in Fordam
en Nieuw Haerlem gelegen

Jan Arcer als Executeur Testamentaire van Pieter
Jacobs Arcer van den Eersten gelegde in Fordam
voornt Boomgaerd in den Inhoud van 20 Morgen
Lants te Coo de Huijder Louwerens Ackerman 1 Jaer
als de maet gelicht Huijt gruntig tot sijn Woninge
1 Morgen van de Huijder Weijde voegend Lootingh
dat voor de tijt vijff Jaren mits dat d'Huijder
gehouden Blijft Art 2: 3 Jaren voor Jaer thuijs
te betalen 6 voor Het vijffde Jaer als het Boom
naer Gelegenheijt vande vijff Jaren, sal den Huijder de voorn
Gronden en Boomgaert gruntig voor de gedane Hoeve
vet Land soo Canij Het Huijs Schuijnen sal
gerieflijk te doen oft den Huijder bij Extraordinaris
occasie oft door Storm voor de vijff Jaren, meer
Bomen te Slaen, sal de resterende Jaren door ons
Heeren gelooft gevoordert 6 door de Huijder
gerestitueert worden den Huijder houdt de Boomen
voorts in gelijcken nae Expiratie van de vijff Jaren
der Huijpachtige Boomen 6 de Huijs Schuijnen te
laten de Huijr sal Sijn uijtgang nehmen Anno 1674
Sijn dese op date na Gelegenheijt vande vijff
Jaren den Huijder sal gehouden Sijn alle Lasten te
draegen 6 daer op de gemeene Landtdijcq maken door
Heeren Gelooft worden gedaen den vijff Huijs Jaren
sullen den Huijder als den Huijder met de
Huijr Jaren van acht Jaren Heeren te Continueren tot
Hearder toe Oorkondt van dij Huijder dathum Ut supra
Anno 1669 Jacob Paulusse

Louwerens Ackerman

als getuijgen

Jan Arcer

Lease of lands at Fordham by Jan Arcer to Louwerens Ackerman, dated May 1, 1669

dered Cortelyou to visit the scene and "lay out" thirty acres of good substantial meadow for Archer. Coupled with the above were instructions that Betts and Tippett were to have the balance of the meadow, but, if they had cut and carried away any hay belonging to Archer, they were "to returne soe much, hee paying them for their paines." [22] In due course Cortelyou completed the task assigned him, but Betts and Tippett were not satisfied and continued their acts of trespass. As a result, the Governor issued a further order on August 23, 1669, in which they were forbidden to disturb John Archer or any of the farms at Fordham, and directed not to "cutt their grasse" but to content themselves with what was laid out for them.[23] This mandate, however, failed to accomplish the purpose desired—the dispute continuing. An attempt was then made to settle the controversy through arbitration and it was suggested that the matter be submitted to William Hayden and Samuel Drake, of Eastchester, for determination. The Governor, hearing of the proposal, by order dated September 11, 1669, appointed Hayden and Drake arbitrators, with instructions to inquire into the matter, and, if it should appear that John Archer "hath cutt & carryed away any grasse from y$^{e}$ Meadow belonging to y$^{e}$ three farmes [the third belonged to John Heddy] or if they [Betts and Tippett] haue cutt or carryed away any from y$^{e}$ proportion assigned to Fordham[,] that an estimate be made of each proportion, & that those who haue taken more than their share doe make satisfaction to y$^{e}$ oth$^{r}$[.]" [24]

While Archer's dispute with Tippett and his friends over the meadow land at Fordham was at issue, the Governor and the Mayor and Aldermen of the City of New York were considering a petition filed by Johannes Verveelen, the ferry master at New Harlem, for the removal of the ferry from that place (it "being found uncommodious & not answering the Ends formerly proposed"), to the "passage at Spiting Divell." [25] The Mayor and Aldermen, having by resolution concurred in the removal of the ferry at New Harlem "to the wading place," the Governor, during July and September 1669, contracted with Verveelen for the establishment and maintenance of a ferry at Spuyten Duyvil between

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reason than that advanced. Such a reason, and a more plausible solution, would be that the name was bestowed by Archer in honor of Reverend Robert Fordham, Governor of Hempstead, as suggested herein (see p. 41).

[22] *Minutes of Executive Council,* vol. 1, pp. 33-34.

[23] *Ibid.,* vol. 1, p. 211.

[24] *Ibid.,* vol. 1, p. 212.

[25] *Minutes of Executive Council,* vol. 1, pp. 23, 262.

the Island of Manhattan and "the new village called Fordham." Under the arrangement then made, Verveelen was allotted the use of Papiriniman for a term of eleven years, commencing November 1, 1669, and required, among other things, to pay a third of the cost of construction of a bridge "over the meadow ground" from that place to Fordham, the remainder to be borne by the latter community.[26] Thus, while Archer was frustrated in what may have been one of his chief purposes in acquiring the Jansen and Aertsen patent, the Governor followed through by adopting the idea for the benefit of the Province. Needless to say, the maintenance of this ferry was most advantageous to the inhabitants of Fordham. However, while not objecting to its construction or operation, Archer strenuously opposed Verveelen's occupancy of Papiriniman, claiming ownership of the land.[27]

While evidently of the firm conviction that Papiriniman was covered by his purchase from Doughty, Archer's objections to Verveelen's occupancy of the land were probably influenced to a great extent by the fear that, if he did not nip this plan in the bud, it might blossom into a scheme for further encroachment upon his property at Fordham. His village had been successfully launched and nothing must occur which would be prejudicial to its survival. This and other like thoughts must have flashed through his mind. But how was this danger to be averted? That was the problem! In solving it, Archer was led to embark upon another and more elaborate venture. With the approval of Governor Lovelace, he succeeded in obtaining through purchase from the Indian owners, on September 28, 1669, a deed to a large tract of land in The Bronx that not only included the disputed area at Papiriniman, but his development at Fordham and land bordering thereon as well.[28]

[26] *Ibid.*, vol. 1, pp. 223-229; Riker. *Op. cit.*, pp. 253-255.

[27] See pp. 85-86.

[28] *Minutes of Executive Council,* vol. 1, p. 212; Seymann. *Op. cit.*, p. 426. This Indian deed was recorded in the office of the Secretary of State, Albany, N.Y., March 4, 1670, in Deeds, Book 3, p. 127. The following copy is from the minutes cited above:

"Be it knowne unto all men by theise p$^{r}$esents that upon y$^{e}$ 28$^{th}$ day of September in y$^{e}$ 21$^{th}$ yeare of y$^{e}$ Raigne of our Sovereigne Lord Charles the Second by y$^{e}$ Grace of God of England Scotland France & Ireland Kinge Defend$^{r}$ of the faith &c Annoq Domini 1669. Wee Tacharetht, Nismetarhatinn, Wackha, Punckekch, for & on y$^{e}$ behalfe of Ahwaroch, Achipor, Minquaes Sachemache, for & on y$^{e}$ behalfe of Annetie Pownock, for & on y$^{e}$ behalfe of Lyssie, & we on y$^{e}$ behalfe of y$^{e}$ rest of y$^{e}$ Owners for the consideration hereaft$^{r}$ exprest Have Graunted bargained & sould & by theise p$^{r}$sents doe hereby Graunt bargaine & sell unto John Archer of Fordham his heires & Assignes a certaine Tract of Upland & meadow ground

Armed with this deed, he was now prepared to battle for his lands.

A new and unexpected difficulty now arose—the arbitrators selected by the Governor in Archer's dispute with Betts and Tippett refused to serve. What prompted their action is unknown. However, all thought of arbitration was now abandoned. Betts

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upon y^e^ maine, begining Westward from a certaine place by y^e^ Indians coñonly called Mascota so it goes to anoth^r^ place called by them Yowahamasing & from thence Round about y^e^ Kill called Papiriniman & so to run into Harlem Ryver at y^e^ Hook called Saperewack, from thence it reacheth South East to y^e^ Place Called Achquechgenom & from thence it reacheth alongst Bronckx Ryver to Cowangongh, so on to Sachkerah & so to the first place Mascota, so that from Mascota to Sackerath It runs upon a straight East Lyne to Bronckx Ryver, & from Saperewack to Acqueckgenom South East to y^e^ said Ryver, All w^ch^ said Tract of Land as it is before described Wee the aforesaid Indians on the behalfe of our selues those that have intrusted us & our Associates, Have sould unto y^e^ said John Archer his heires & Assignes for & in consideration of Thirteene Coates of Duffels, One halfe Anchor of Rum̃e, Two Cans of Brandywyne w^th^ seuverall other small matters to y^e^ Value of sixty Guilders Wampom, All w^ch^ we acknowledg to haue Receiued of him the said John Archer before th'ensealing & deliuery of theise p^r^sents in full satisfaction for y^e^ Lands aforemenc̃oned, The w^ch^ we doe hereby resigne & make over unto y^e^ said John Archer his heirs & Assignes w^th^ all o^r^ Right Title & interest thereunto as also theirs that haue intrusted any of us & o^r^ Associates To haue & to hold the said Tract of Land & p^r^misses unto y^e^ said John Archer his heires & assignes unto y^e^ proper use & behoof of him y^e^ said John Archer his heires & assignes for ever, free quitt & cleare from all or any former bargaine & sale, or any oth^r^ Incumbrances by us or by any from or und^r^ us, & to y^e^ utmost of o^r^ powers shall keep & saue him the said John Archer his heires & assignes harmlesse in his or their quiett possession & Enjoyment of y^e^ p^r^misses against any othe^r^ Indian p^r^tenders whatsoever[.] In witness whereof we haue hereunto put o^r^ hands & seales y^e^ day & yeare first w^th^in wrytten."

"This bargaine & sale was made by y^e^ Approbation & Lycence of his Hono^r^ y^e^ Governour betweene y^e^ Partyes menc̃oned: w^th^ this Provisoe That his Royall Highness his Rights & Privileges as Lord Proprietor of theise his Territoryes be hereby noe way infringed

Matthias Nicolls Secr̃"

The printed copy of the deed from which the above is quoted fails to contain the names of the Indian grantors. Neither do they appear in the copy set forth by Bolton in his *History of Westchester County* (3rd ed. vol. 2, pp. 504-505) or by Seymann in his *Colonial Charters Patents and Grants to the Communities Comprising the City of New York* (p. 426). In all probability they failed to be inserted by the clerk recording the instrument. Neglect of this kind was not uncommon at the time.

Since writing the above, the author has located the original Indian deed in the archives of the Collegiate Church of the City of New York. Upon examination, it appears to have been duly executed by the grantors who signed and sealed the instrument with their respective marks. Matthias Nicolls and Thomas Lovelle signed as witnesses to the sealing and delivery and Samuel Davies and Hendrick Van Bommel as interpreters.

and Tippett assumed the offensive and alleged that Archer was asserting claim to a greater portion of the meadow than he had purchased from Elias Doughty. The result was another order by the Governor. On October 8, 1669, the latter issued directions that Archer was to have the full proportion of the meadow "layd out for him, lying nearest & most Conuenient for y^e^ new Towne of ffordham[,] but no more." Also, that the remainder was to go to Betts and Tippett, according to their purchase, and that there was to be reserved only that part previously set aside for a ferry.[29] This directive had the effect of keeping the dispute quiescent for a time, but it flared up again the following year. The spark that occasioned the outburst was Archer's claim of title, by virtue of a deed from Doughty, to the swamp adjacent to his meadows. Betts, Tippett and Heddy asserted the land was meadow and belonged to them. Archer said it was swamp and that it lay under his Village of Fordham, and could not be considered meadow. The surveyors, Cortelyou and Ryder, agreed with Archer, and so reported.[30] The Governor, acting upon the surveyors' report, then directed, by order dated July 7, 1670,[31] that John Archer was to have thirty acres of "meadow ground" beginning beyond the swamp as his complement of the land which he had purchased, and that it was to be the same meadow "formerly laid out for him" by Jacques Cortelyou and Robert Ryder. Also, that William Betts and "George Tippett & Company" were to have the remainder, according to the tenor of their bills of sale, with the exception of the "Swamp or Marish ground not esteemed meadowe" lying at the bottom before the "Towne of ffordham," which, for the time being, was to belong to the inhabitants of the community aforesaid. Coupled with these directions was the condition that none of the parties was to make any claim to the "meadowe ground laid out in Lotts" belonging to some of the inhabitants of the "Towne of Harlem," whose right to the same was not to be prejudiced.

Notwithstanding his many orders, the disputants still harassed the Governor with their complaints and the latter patiently continued his endeavors to reconcile the adverse claims. With this purpose in mind, and on Archer's promise to pay the expense, the Governor, on October 18, 1671, issued an order[32] directing the Surveyor General, Jacques Cortelyou, to visit Fordham and, with his best skill and judgment, to lay out for the account of John

[29] *Ibid.*, vol. 1, p. 214.
[30] *Ibid.*, vol. 1, p. 52.
[31] *Ibid.*, vol. 1, p. 215.
[32] *Ibid.*, vol. 1, p. 216.

Archer of that place the land which "hee possesses or hath purchased of Elyas Doughty, or of the Indyans" with his approval. Also, for the better fulfillment of this directive, to view his "Papers & Writeings" and consult with such persons in the neighborhood who might be able to give the "best Light & Assistance" in the matter, so that Archer did not "entrench" upon his neighbors' rights. Upon completion of his mission, he was ordered to render an account thereof to the Governor.

Pursuant to the above mandate, the Surveyor General, assisted by Dudley Lovelace, attended at Fordham and made the survey as directed. Under date of November 9, 1671, they reported to the Governor as follows:[33]

> "By Ordr from ye Governor Lovelace, wee have Layd out John Archers utmost Lymitts of his Land at ffordham, beginning from ye High-Wood-Land that lyes right North-West over against the first Pointe of ye Maine-Land, North-East from Papiriniman, there where the Kill Maskota lyes, & soe goes alongst ye said Kill; ye said Land stretching from ye High-Wood-Land aforemencõned East South East, till you come to Bronckx his Kill, & soe Westward up alongst ye Maine Land to ye Place where Harlem Kill & Hudsons River meet together, & soe goes alongst ye said Kill of Harlem, untill you come to ye first ffountaine, lyeing to ye South of Crabbs Island, & soe Eastward alongst Daniel Turneurs Land, ye High Wood-Land, & ye Land belonging to Thomas Hunts, & then to Broncks his Kill aforenamed; This was done wth a Compass made for ye Climate of Europe."

Indifferent to this survey and to the previous orders of the Governor, Tippett and Betts still persisted in cutting hay on the meadow apportioned to Archer. Consequently, the latter again complained of their trespassing. This time a restraining order, bearing date of August 16, 1672, was issued in his Majesty's name by Matthias Nicolls, acting for the Governor in his absence, addressed to the Constable and other officials at Fordham, in which they were directed to "forewarne the said Betts & Tippett, or any employ'd by them, from trespassing upon any of the Meadowes" at Fordham, and to aid and assist the inhabitants of that place in maintaining their rights thereto.[34] Returning a few days later and

[33] *Ibid.*, vol. 1, pp. 216-217.
[34] *Ibid.*, vol. 1, pp. 217-218.

learning of this further violation of his orders, the Governor's patience was exhausted and he decided to terminate the dispute. With this purpose in mind, he issued, on August 23, 1672, a special warrant for the trial at the General Court of Assizes of Archer's complaint in an action of trespass against Betts and Tippett, and for a hearing concerning the breach of his orders and those of his Council. This warrant was directed to the Constable at Fordham for execution and required a return to be made to the Court of Assizes. It contained a recital of the various steps taken by the Governor to end this wearisomely protracted dispute and read:[35]

> "Whereas there have been severall Disputes & Contests between John Archer of ffordham nigh Spiting-Devill on y^e^ behalfe of himselfe & y^e^ Inhabitants of the said Place, and William Betts, George Tippett, & y^e^ Inhabitants at y^e^ three ffarmes upon the land called Younckers Land, touching the Bounds & Lymitts between the Land of the said John Archer, & y^e^ Inhabitants of the three ffarmes, & more particularly concerning their Meadowes, the w^ch^ was supposed long since to bee decided, wherein I had the trouble severall times to goe upon the Place in Person, & at others to send Commission^rs^ & Surveyo^rs^ who having made their Reports, diverse Orders have proceeded thereupon from my selfe & Councell, for the determining of their Differences, & ascertaining of the Bounds of their Lands & proporc̃ons of Meadow, Yet notwithstanding all Orders to the contrary, the said William Betts or his agents have lately p^r^sumed to mow, & carry the Hay away from within the p^r^cincts of the Meadow adjudged to belong to the said John Archer & Towne of ffordham; These are in his Mã^ties^ Name to require the said William Betts, and George Tippett, or whoever else of the 3 ffarmes aforemenc̃oned are concerned in the Trespass or Clayme to y^e^ Meadow aforesaid, that they make their Appearance at y^e^ next Geñ^all^ Cõ^rt^ of Assizes to bee held in this City, beginning on y^e^ first Wednesday in October next, then & there to make Answer to y^e^ Comp^lt^ of John Archer in an Action of Trespass, & also for the breach of the severall Ord^rs^ made by mee and my Councell in this behalfe; Hereof they are not to fayle as they will answer the contrary at their perills. Given under my Hand and Seale at fforte James in New Yorke this 23^th^ day of August, 1672."
>
> [Francis Lovelace.]

[35] *Ibid.*, vol. 1, pp. 218-219.

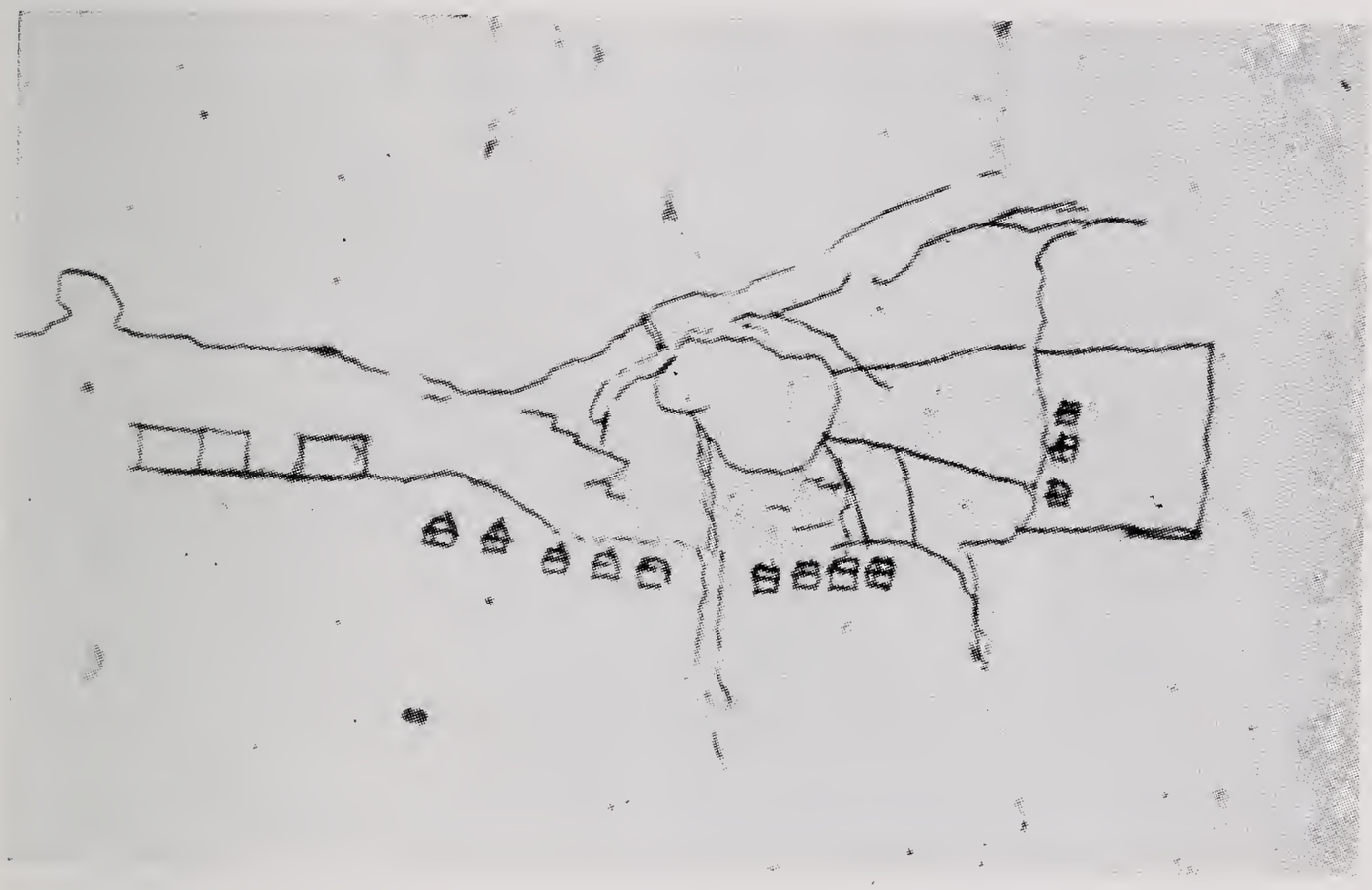
In due course, the suit came to trial before the Court of Assizes and a jury. Evidence was presented and the jury was called upon to decide to whom the disputed "Bagg of Swamp or Marsh" belonged. Its verdict was in favor of Archer and judgment thereon was entered by the Court.[36] Thus terminated this long-drawn-out dispute, and again we find Archer victorious in a bitter battle in defense of his rights.

While on the subject, it may not be amiss to note that Tippett and Heddy, owners of two of the three farms referred to in the Governor's warrant, were prejudiced against Archer for a different reason than that appearing in the above litigation. It seems that he had testified against them in a criminal action when they were charged with hog stealing. That affair appears to have arisen in the following manner. Certain hogs strayed or were allowed to roam in the woodland in the vicinity of Spuyten Duyvil, and a complaint was made to Governor Lovelace that Tippett had unlawfully removed the marks from some of the hogs and slaughtered others. The Governor directed John Archer to look into the matter and to claim for His Royal Highness, as Lord Proprietor, those unmarked hogs which had no owner. Acting upon his instructions, Archer asserted claim to certain unmarked hogs, which Tippett alleged belonged to him. As a result of the latter's claim, the Governor, on February 10, 1670, issued a call for a session of the court at Fordham for the purpose of making inquiry concerning the ownership of the hogs. On February 28th, the court convened at Fordham, the Magistrates of New Harlem sitting with the Constable and Overseers of the former place. In Tippett's behalf, three witnesses were produced: Elizabeth Heddy [wife of John Heddy, owner of one of the three farms involved in the meadow dispute], Benjamin Palmer and Jan Hendricks, all of whom testified in substance that Tippett had owned some pigs "which were gray red, spotted and white." [37] For some reason not disclosed, the court does not appear to have disposed of the case on its merits. Perhaps it was of the opinion that Archer had failed to establish his right to prosecute or that there had been a failure of proof. In any event, Archer protested its action or lack of action, and reported the situation to the Governor. This resulted in the latter issuing, on March 2, 1670, a formal order directing Archer "to make inquiry after wild and stray unmark't hoggs w$^{ch}$ have no perticuler Owner" and to claim them in the

[36] *Ibid.*, vol. 1, p. 52, note 1.
[37] Riker. *Op. cit.*, pp. 262-263.

name of His Royal Highness, the Duke of York.[38] Most diligent in the performance of his duty, Archer proceeded the next day to New Harlem, where he obtained the testimony of the Magistrates and others as to what had occurred in the Tippett matter at Fordham.[39] In this he was ably assisted by Kier Wolters, one of the New Harlem overseers, who had recently removed to Fordham, but whose death shortly thereafter delayed matters. It seems that during the winter following the hearing at Fordham, Tippett and Heddy, and their friends, Thomas Hunt, Jr., William Smith and Jan Hendricks, renewed their hog stealing. They were caught eliminating the owner's marks on certain hogs and substituting their own. All were arrested on the above charge and brought to trial in October 1672, before the Court of Assizes and a jury. At the trial, Archer, appearing on behalf of the prosecution, testified to his knowledge of Tippett's unlawful marks, saying: "That his Marks formerly & now are such that he cann cutt out any other Mans Marks; if hee meets an Old Hogg, hee cutts his old Mark, if a young one his new one."[40] The defendants were all convicted. Tippett and Hunt were each fined forty pounds. And it was decreed that in the event of their failure to pay the fine they were to receive "thirty-one stripes at the Common Whipping-Post before the Stathouse of the City" and that such punishment was to be administered "before the breaking up of this Court." Fines solely were imposed on John Heddy and William Smith, but Jan Hendricks, who confessed and evidently aided the prosecution, escaped punishment.[41]

[38] *Minutes of Executive Council,* vol. 1, p. 26, note 5.
[39] Riker. *Op. cit.,* p. 263.
[40] *Minutes of Executive Council,* vol. 1, pp. 26-27, note 5; p. 52, note 1.
[41] *Ibid.;* Riker. *Op. cit.,* pp. 263, 283.



Rough outline of Village of Fordham in 1669

# VII

## THE MANOR OF FORDHAM ESTABLISHED

THE expense incidental to Archer's acquisition of land and his establishment of the Village of Fordham, together with that occasioned by the numerous lawsuits in which he was forced to participate, seriously depleted his funds. For the purpose of procuring moneys to carry out his plans, he approached "Cornelis Steenwÿck," then Mayor of the City of New York, and obtained from him a loan of 1,100 guilders, wampum. On September 10, 1669, he gave as security for this loan a mortgage on his land in the Village of Fordham.[1] Under the terms of this mort-

[1] N.Y. County Mortgages, 1665-1675, *Liber* 1, pp. 59-61. A copy of the mortgage follows:

"Before us the underwritten Aldermen of the City New York on the Island of Manhatan in America appeared the worthy John Orchard inhabitant of the Village of Fordham, who acknowledges and declares to be well and truly indebted unto Mr. Cornelis Steenwyck, Mayor of the City[,] in a sum of Eleven hundred guilders in Wampum, on account of and for divers goods received by the appearer to his full content from the above named Mr Steenwyck. Which sum aforesaid of Eleven hundred guilders he the appearer undertakes and promises to pay, or cause to be paid to the above named Mr. Steenwyck or his lawful order, before or at furthest on the twentieth day of September of the next coming year A° 1670, without longer delay or postponement, to wit in good merchantable Tobacco, or good and well conditioned Pork and Beef, at wampum price current, to be delivered free, without cost or charge, here at the Scale of this City; And in default of payment at the expiration of the day aforesaid, he the appearer obliges himself to pay, after the expiration of the aforesaid time, unto the above named Mr. Steenwyck, the interest of the arrears counted at one per cent a month, unto the effectual and full payment of the sum aforesaid; but with this restriction however that he the appearer, after the expiration of the aforesaid time, shall not retain any longer the aforesaid sum, unless with the free leave and consent of the above named Mr. Steenwyck; and therefere shall be bound after the expiration of the time aforesaid, upon due notice hereof to pay and promptly to satisfy the aforesaid debt. For performance of what precedes and full payment of the sum aforesaid he the appearer specially hypothecates and mortgages all the Lands of the Village of Fordham aforesaid, with the houses and building thereon standing scituate and bounding on the North End of the Island of Manhatan belonging to him the

gage the sum loaned was to be repaid by the twentieth of September of the following year in "good merchantable Tobacco or good and well conditioned Pork and Beef, at wampum price current." Should there be a default in payment, interest was exacted at the rate of one per cent per month on the sum due and it was further provided that no part of the principal indebtedness could be retained by the mortgagor without the "free leave and consent" of the mortgagee. While the mortgage covered a loan of eleven-hundred guilders, the borrower actually received one thousand, the remaining one hundred being retained by Steenwÿck for one year's interest, at ten per cent, payable in advance.

Eighteen days after receiving the above loan, Archer purchased from the Indians the large tract of land previously referred to. This expenditure further depleted his funds; so much so that on March 26, 1670, he obtained an additional loan from Steenwÿck, for which he supplemented his previous mortgage with another for a like sum and on like terms, conditioned, however, on repayment of the moneys advanced by November 1, 1671.[2] Simultaneously, he acknowledged the sum of 1,100 guilders to be due in wampum under the first indenture and recited that it was without prejudice to that instrument.

During the interval elapsing between the placing of these mortgages, Archer made arrangements with Warner Wessells, of New York City, to obtain a loan of 1,000 guilders, seawant. This sum was advanced by Wessels with the understanding that it would be repaid within a year, together with one hundred guilders, seawant, as interest at ten per cent. The loan was secured by a mortgage on Archer's real and personal estate at Fordham in

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appearer, in lawful propriety according to the respective Deeds and Patents thereof being in order to realize and recover the aforesaid sum in default of payment, off the aforesaid lands and dependencies thereof, free of costs and charges; and further his the appearer's person and property moveable and immoveable, submitting to all Courts and judges. In testimony hath signed these with his own hand, in New York this 10th September A° 1669, in the presence of the undersigned Aldermen."

[signed] "N D Meyer [signed] Jan Archer
[signed] Johannes depeyster In my presence
[signed] N. Bayard Secy."

[2] N.Y. County Mortgages, 1665-1667, *Liber* 1, pp. 65-67. In this mortgage, as well as in the one referred to in note 1, *supra,* the name of the mortgagor is given in the recorded documents as "John Orchard," whereas the signature subscribed to the instruments reads "Jan Archer." Bolton, in his *History of Westchester County* (3rd ed., vol. 2, p. 508), refers to these two mortgages as a single indenture and erroneously states it was made September 18, 1669, for 2,200 guilders.

double the amount. The mortgagor acknowledged the land to be clear of all other mortgages "Except one of 2,200 G to Mÿn Heer Steenwick this last Sum̃er." [3]

The development of his lands and the many lawsuits he was called upon to defend in protection of his rights continued to make great demands upon Archer's purse. Desirous of obtaining funds to pay off Wessell's mortgage and for means to combat adverse claims to his lands, he again sought Cornelis Steenwÿck. Meanwhile, the latter had been acting as temporary Governor of the Province at New York during the absence of Governor Lovelace at Albany. While no record of their discussion is available, Archer, in all probability, was advised by Steenwÿck that the best course for him to follow, in order to accomplish what he desired, was to have his lands incorporated into a manor and that this could be arranged if an application for that purpose was made to Governor Lovelace. Advice of this nature, coming from the acting Governor of the Province, must have influenced Archer, for he lost no time in making the necessary application. In due course it was approved.

On November 13, 1671, a royal patent was issued in which all the land embraced within his purchases from Doughty and the Indians, was erected into the Manor of Fordham and title thereto was "Given, Granted, Ratifyed & Confirmed" unto him, his heirs and assignees. In addition, the patent provided that the manor was to enjoy "like and equall Privileges and Immunityes with any Towne Enfranchised Place or Mannor" within the province and that it was not subordinate to or under the "Rule, Order or Direction of any Rideing, Town-ship, Place or Jurisdiction, either upon the Maine or Long-Island," but subject only to the orders and directions of the Governor and his Council and the General Court of Assizes in all matters of government. A copy of the patent follows: [4]

[3] Deeds. Book 3, p. 4, Secretary of State, Albany, N.Y. Presumably, Bolton (see note 1, *supra*) relied on Archer's statement in Wessell's mortgage that he had executed a prior mortgage to Steenwÿck in the sum of 2,200 guilders and thus was led to make the same error, for this indebtedness, as has been shown, was represented by two indentures of 1,100 guilders each.

[4] Seymann. *Colonial Charters Patents and Grants to the Communities Comprising the City of New York,* p. 428, citing Book of Patents, vol. 4, p. 83, at New York State Library, Albany.

## "THE ROYAL PATENT OF FORDHAM

"A PATTENT or Confirmation of the Manno$^{r}$ of FORDHAM Graunted unto John Archer the 13th of November, Anno Domini 1671. Francis Lovelace, Esq$^{r}$: One of the Gentlemen of his Ma$^{ties}$ Hon$^{ble}$ Privy Chamber; and Governo$^{r}$ Gen$^{rll}$ under his Royall Highness, JAMES Duke of Yorke and Albany &c: of all his Territoryes in America; To all to whom these Presents shall come sendeth Greeting. Whereas there is a certaine parcell or Tract of Land within this Governm$^{t}$ upon the Main Continent situate, lyeing and being to the Eastward of Harlem River neare unto y$^{e}$ Passage commonly called *Spiteing Devill,* upon w$^{ch}$ Land y$^{e}$ New Dorp or Village is Erected knowne by the Name of ffordham; y$^{e}$ utmost Lymitts of the whole Tract or parcel of Land, beginning at the High-Wood-Land that lyes due North-west over against the first point of the Main Land, to the East of the Island Papiriniman, there where the Kill Moskota is, & soe goes alongst the said Kill, the said Land stretching from the High Wood Land afore menc̃oned East South East till it comes to Broncks his Kill, soe Westward up alongst y$^{e}$ Main-Land to y$^{e}$ Place where Harlem Kill and Hudsons River meet, and then forth alongst Harlem Kill to the first Spring or Fountaine lyeing to y$^{e}$ South of Crabb-Island, soe Eastward alongst Daniel Turneirs [Tourneur's] Land, the High Wood-Land, and y$^{e}$ Land belonging to Thomas Hunt, and then to Bronckx Kill afore menc̃oned according to a Survey lately made thereof by the Surveyo$^{r}$ Gen$^{rll}$ the which remains upon Record; All which said Parcell or Tract of Land aforedescribed being part of the Land Granted in the Grand Patent to Hugh O'Neale and Mary his Wife, Purchase was made thereof by John Archer from Elyas Doughty, who was invested in their Interest, as also of the Indyan Proprietor by my Approbation, who all acknowledge to have receiv'd Satisfaction for the same. And the said John Archer haveing at his own Charge, and with good Success, begunn a Towneship in a convenient Place for Relief of Strangers, It being the Road for Passeng$^{rs}$ to goe to and fro from the Maine, as well as for Mutuall Intercourse with the neighbour Colonyes; For an Encouragement unto him the said JOHN ARCHER, in prosecuc̃on of the said Designes, As also for diverse other good Causes and Considerations, KNOW YEE That by Vertue of y$^{e}$ Commission and Authority unto mee given by his Royal Highness upon who by Lawfull

Grant & Patent from his Ma^ti the Propriety and Governm^t of that part of the Maineland, as well as Long Island & all y^e Islands adjacent, amongst other Things is settled, I HAVE Given, Granted, Ratifyed & Confirmed, & by these Presents doe Give, Graunt, Ratify and Confirme to y^e aforementioned JOHN ARCHER & his Heyres and Assignes all the said Parcell or Tract of Land Butted and Bounded as aforesaid, Together with all the Lands, Soyles, Woods, Meadows, Pastures, Marshes, Lakes, Waters, Creeks, ffishing, Hawking, Hunting & ffowling, and all y^e Profitts Commodityes, Emmoulуments, & Hereditaments to y^e said Parcell or Tract of Land & Premisses belonging, or in anywise appertaining; & of every part and parcell thereof; And I doe likewise graunt unto y^e said JOHN ARCHER, his Heyres and Assignes, That y^e Towne which hee shall Erect, Together w^th y^e said Parcell or Tract of Land and Premisses, shall bee forever hereafter held, deaimed, reputed, & bee an entire and Enfranchized Towneship, Mano^r and Place of itselfe, & shall allways from time to time and at all times hereafter have, hold and Enjoy like and equall Priviledges and Immunityes with any Towne Enfranchised Place or Manno^r within this governm^t, and shall in noe manner of Way bee subordinate or belonging unto, have any dependency upon, or in anywise bee under the Rule, Order, or Direction of any Rideing, Township, Place or Jurisdiction, either upon the Maine or Long-Island; but shall, in all Cases, Things, and Matt^rs bee deemed, reputed, taken and held as an absolute Intire, Infranchised, Towneship, Manno^r & Place of itselfe in this Governm^t as aforesaid; And shall bee Ruled Ordered & Directed in all Matt^rs as to Governm^t by y^e governo^r & his Councell & y^e Gen^rll Court of Assizes only. ALWAYES Provided That the Inhabitants of the said Towne or any part of the Land granted as aforesaid shall bee obliged to send forward to y^e next Towne or Plantatc̃on all publick Pacquetts & lett^rs or Hue & Cryes comeing to this Place or goeing from it towards or to any of his Ma^ties Colonyes. And I doe further graunt unto y^e said John Archer, his Heyres & Assignes That when there shall be a sufficient Number of Inhabitants in y^e Towne of ffordham aforemenc̃oned, & y^e other Parts of y^e Manno^r capable to maintaine a Minister, & to carry on other Publique Affayres, That then neighbouring Inhabitants between the two Kills of Harlem & Bronxe bee obliged to Contribute towards the Maintenance of their said Minist^r & other necessary Publick Charges that may

happen to arise; and likewise THAT They belong to the said Towne according to the Direction of the Law, although their said Farmes and Habitac̃ons bee not included within this Patent. TO HAVE AND TO HOLD the said Parcell and Tract of Land w$^{th}$ all & singular the Appertenances & Premisses, Together with the Priviledges, Immunityes, ffranchizes & Advantages herein given and Graunted unto the said John Archer his Heyres & Assignes unto y$^{e}$ proper use and Behoofe of him y$^{e}$ said John Archer and his Heyres and Assignes forever, fully, freely and clearly, in as large and ample Manner and frome, and with such full & absolute Immunityes and priviledges as is before expres$^{t}$, as if hee held the same immediately from his Ma$^{tie}$ y$^{e}$ King of England &c: & his successo$^{rs}$ as of the Mannor of East-Greenwich in the County of Kent, in free and common Soccage, & by ffealty only. YIELDING rendring, & paying yearly and every year unto his Royall Highness the Duke of Yorke & His Heyres or to such Governour & Governours as from time to time shall bee by him constituted and appointed as an Acknowledg$^{mt}$ and Quitt Rent Twenty Bushells of Good Pease upon the first day of March when it shall be Demunded. GIVEN under my Hand and Sealed with y$^{e}$ Seale of the Province of Forte James in New Yorke on the Island of Manhattans, this thirteenth day of November in y$^{e}$ 23$^{th}$ yeare of the Reigne of our Sovereaigne Lord, CHARLES the Second, by the Grace of God of England, Scotland, ffrance & Ireland King Defender of the ffaith &c: Annoq Domini 1671.

FRANCIS LOVELACE"

Thus was created the first manor established under the English in the Province of New York.

The land within the patent was situated in what is now Bronx County and amounted approximately to 3,900 acres or a little over six square miles.[5] Beginning at Moskota (sometimes "Mas-

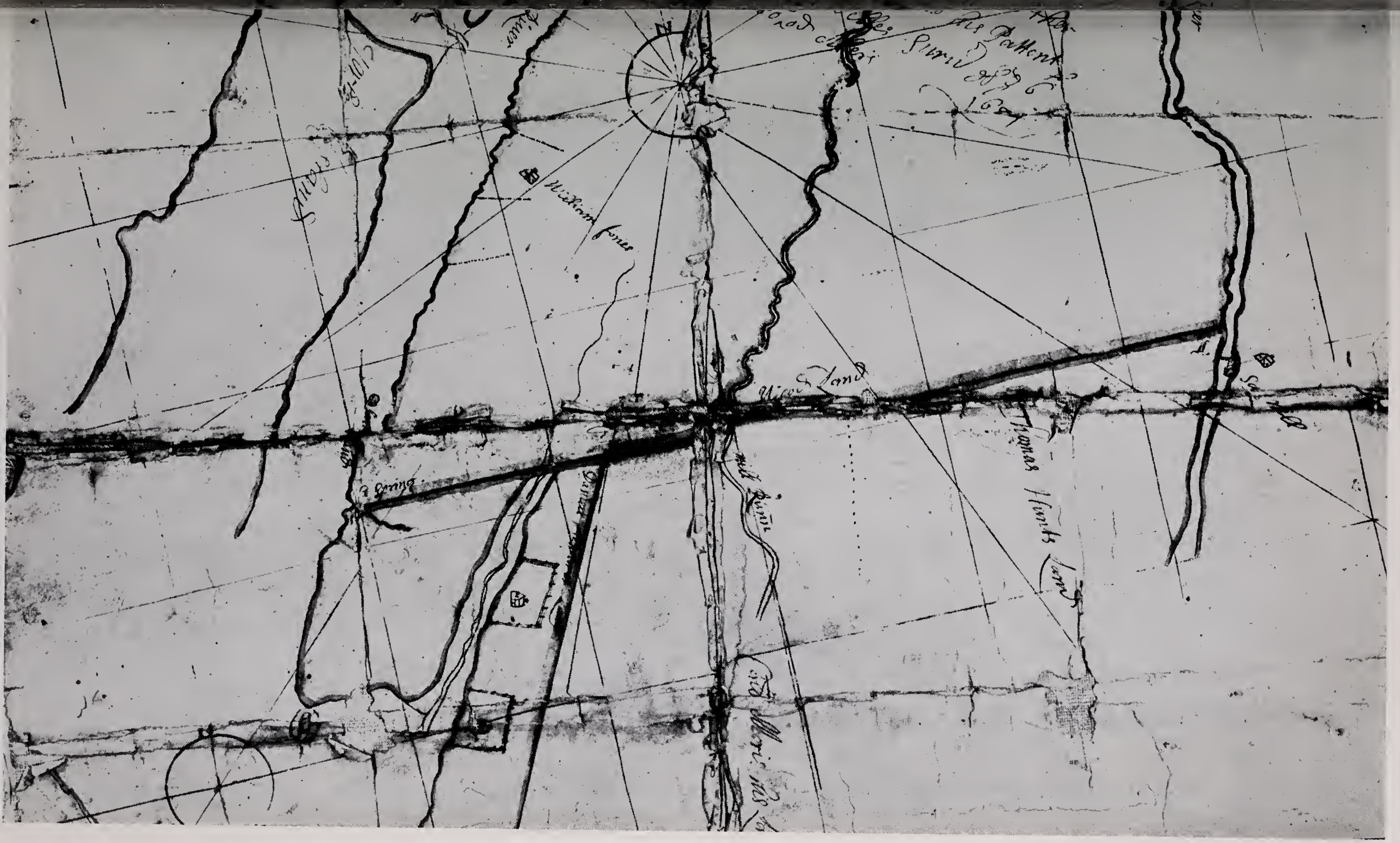
[5] The author is fully aware that other authors have given the acreage of the Manor of Fordham in amounts considerably less than that reported above. For example, Bolton says it consisted of 1,253 acres (*Op. cit.*, p. 404); Jenkins, 1,250 (The Story of the Bronx (New York: 1912), p. 61), and Valentine, as "several thousand acres" (*Manual of the Corporation of the City of New York,* 1864, p. 661). In contrast to these figures, records disclose the Dutch Church acquired a part of the manor amounting to "four or five square miles" (*Ecclesiastical Records, State of New York,* vol. 5, p. 3452) and sold 1,200 acres thereof to Lewis Morris, Jr., in 1759 and made other sales both prior and subsequent to that transaction (see pp. 134-135). Recently, maps showing surveys of the manor have been found. The earliest

Boundes

Part

Part

Scale of Chaines



Survey map made by Philip Welles in 1684 of the land embraced in John Archer's patent

kota" or "Muscoota") Kill, probably in the present Spuyten Duyvil section of the county in the vicinity of Broadway and West 238th Street, its boundary ran southwestward along the westerly side of Papiriniman until it came to where the "Harlem Kill and Hudsons River meet" (i.e., at Spuyten Duyvil Creek), and then along the Harlem to the first spring or fountain south of what was then known as "Crabb Island" or slightly below where High Bridge now stands. From there the boundary ran eastward until it reached the Bronx River; then northward along said river to a point thereon a little above the site of old Williams Bridge and the present Gun Hill Road, and then west northwest to the point or place of beginning.[6]

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of these was made in 1684 by Phillip Welles at the request of the Dutch Church in New York City. While his survey purports to cover "the Land of John Archer Laid Doune according to his pattent" and bears the certification that it consisted of "3080 & od Akers," it is misleading for Welles surveyed only that part of the manor claimed by the Church which is shown on his map in the form of a parallelogram. The remaining and unsurveyed portion, wherein Archer resided, is shown thereon to be somewhat triangular in shape with its base serving as the northern side of the above mentioned parallelogram. Calculations, predicated on a survey of the manor by Samuel Willis in 1756 (October), disclose this remaining section contained a little over one square mile of land. Between the dates of these surveys, Peter Berrien was called upon by the Dutch Church to survey its land within the manor. The map made by him on that occasion is dated June 13, 1717, and has endorsed thereon the statement that the survey covers only the "main part of the Mannor of ffordham" which was found to contain about "three thousand & two Hundred acres." And then, to avoid any misunderstanding as to the extent of the survey, there follows the further statement that it does not include "ye meadows & ye Land of John Archer" [Junior] which are "not comprehended in the Draught." [Neither did it include the remaining area within the triangle referred to above.]

It also appears that Archer was the owner of land in the vicinity of his manor, the deeds to which were never recorded. One of these parcels consisted of sixty acres of land and meadow at Mile Square, Yonkers, mentioned in a conveyance made by Hopstill Betts to Joseph Lee, November 11, 1689, in which it is recited that the property formerly belonged to Isaac Dickermans and was sold by him to "John Archer of Fordham," and thereafter conveyed by Archer to John Haiett, and by the latter to the then grantor (Westchester County Deeds, *Liber* B, p. 53).

[6] The author is not unmindful that the boundaries of Archer's patent as here given overlap the claims of others. As many physical changes have occurred in the area covered by the manor since it was established in 1671 no attempt has been made to set forth the exact present day boundaries. What information is given on that score is intended as approximate only. Surveys of the manor lands made by Philip Welles in 1684 and Samuel Willis in October 1756 show the manor's original boundaries; also, disputed areas. However, the author desires to state that, in fixing the present location of the northwestern point of the manor, he is also influenced by a deed which

Steenwÿck probably was the political force behind Archer's application to the Governor. This is more or less evident from the fact that he held high office, was financially interested in the land and, on the day following the issuance of the patent, made a loan to its owner of 7,000 guilders. This loan was repayable, with interest, in seawant or its value, in twelve years, namely, by November 4, 1683. It was secured by a mortgage, in the form of a bargain and sale deed, of Archer's property at Fordham, and it was provided therein that if repayment of the moneys was made according to its terms, the sale was to be void and of no effect.[7]

The following is a copy of the recorded mortgage:

"A Morgage or Conveyance from Jn° Archer to Mr Cornelis Steenwÿck Merch^t

> "THIS INDENTURE made y^e 14^th day of Novemb^er in y^e 23^th yeare of the Reigne of our Soveraign^e Lord Charles y^e second by the Grace of God of England, Scotland, ffrance & Ireland King, Defender of the faith &c: Annoq Domini 1671. Between John Archer of ffordham of the one part and Cornelis Steenwÿck of the City of New Yorke Merch^t on y^e other part, Wittnesseth That the said John Archer for & in Consideracõn of the Sume of seaven thousand Guild^es Seaw^t or the value to him paid at or before y^e Ensealing & Delivery of these p^resents by the said Cornelis Steenwÿck, whereof & where^wth hee the said John Archer doth acknowledge & confesse himselfe to bee fully satisfyed, & thereof doth clearly Acquitt & Discharge the said Cornelis Steenwÿck his Heyres, Executo^rs, & Administrato^rs hath aliened, granted, bargained, & sold, & by these p^resents doth fully clearly, & absolutely alien, grant, bargaine & sell unto y^e said Cornelis Steenwÿck his Heyres & Assignes forever, all his Right, Title, & Interest in the Towne & Mannor of ffordham, together with all the Messuages, Tenem^ts, & Buildings thereupon now in the tenure & occupation of him the said John Archer & others his Tenants. And also all & all manner of Rents, Dutyes, & Proffitts reserved or payable, for or in respect of every or any of the said bargained Premisses: And also all & singular Deeds, Patents, Evidences,

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John Archer (grandson of the manor's founder) gave his brother, Benjamin, on September 13, 1726, wherein he describes the land conveyed (belonging to their late father) as extending on the north to the lands of Jacobus Van Cortland and William Betts and on the west by the "highway [Broadway] y^t leads from Kingsbridge to Yonkers" (Westchester County Deeds, *Liber* F, p. 233). For surveys, see maps opposite pp. 72, 134.

[7] Deeds, Book 4, pp. 30-32, Secretary of State, Albany, N.Y.

& Writings touching or concerning the same. TO HAVE AND TO HOLD the said Manno$^{r}$ of ffordham with the Messuages, Tenem$^{ts}$, & all & singular other the Premisses by these presents granted, or intended to bee granted, bargained, & sold w$^{th}$ their & every of their Appertenances unto the said Cornelis Steenwÿck his Heyres & Assignes, to the only proper use and behoofe of him the said Cornelis Steenwÿck his Heyres and Assignes forever. PROVIDED allwayes Nevertheless, & upon this Condition, That if the said John Archer his Heyres, Executors, Administrato$^{rs}$, or Assignes, or any of them doe & shall well & truly pay or cause to bee paid unto y$^{e}$ said Cornelis Steenwÿck his Heyres or Assignes, or to any of them, at or in y$^{e}$ now dwelling House of the said Cornelis Steenwÿck scituate & being in this City of New Yorke the Summe of seaven thousand Guilders Seawant aforementioned or the value, within the time & Terme of twelve yeares after the Date hereof, that is to say before the 14th day of Novemb$^{er}$, which shall be in the yeare of our Lord 1683. paying yearly Interest for the same untill the Principall bee paid, & that without fraud, Covin, or further Delay, that then & from thence forth this p$^{re}$sent Indenture of Bargaine and Sale shall cease, determine, & bee utterly void & of none Effect to all Intents, Constructions, & Purposes. And then also it shall & may bee lawfull for the said John Archer his Heyres & Assignes into & upon the said Bargained Premisses wholly to reenter, and the same to have againe, retaine, & re-possess as in his & their former Estate; Anything contained in these p$^{re}$sents to the contrary in anywise notwithstanding. And whereas the said John Archer at or before the ensealing & Delivery of these presents hath delivered to the said Cornelis Steenwÿck certaine Deeds, Patents, Evidences, or Writings, which hee hath concerning the said Bargained Premisses, Hee the said Cornelis Steenwÿck for him his Heyres, Executo$^{rs}$, & Administrato$^{rs}$ doth by these p$^{re}$sents Covenant and Grant to and with the said John Archer His Heyres & Assignes & every [one] of them, that if the said John Archer his Heyres, Executo$^{rs}$, Administrato$^{rs}$, or Assignes doe or shall well & truly pay or cause to be paid to the said Cornelis Steenwÿck his Heyres or Assignes the afore-mentioned Summe or the Value together with the Interest at the time and times limited for Payment as aforesa$^{d}$, That then hee the said Cornelis Steenwÿck his Heyres, Executo$^{rs}$, or Administrato$^{rs}$ shall deliver or cause to bee delivered unto the said John Archer his Heyres or As-

signes all & every the Deeds, Patents, Evidences, or Writings afore-mentioned whole, safe, uncancelled, & undefaced, & in as good Plight as the said Cornelis Steenwÿck received the same from the said John Archer as aforesaid. IN WITTNESS whereof the Partyes to these present Indentures have hereunto interchangeably sett their hands & Seales the day & yeare first above written.

"Sealed & Delivered in the p^esence of

Matthias Nicolls
Jo Clarke"

[Signatures of Archer and Steenwÿck failed to be recorded by the clerk]

It will be noted that no mention is made in the above indenture of any prior existing encumbrance on the premises mortgaged. Consequently, all previous liens on the property must have been liquidated. Most likely, satisfaction of Wessell's mortgage was had from part of the moneys obtained from Steenwÿck. Moreover, notwithstanding silence on the subject, it is extremely doubtful if Archer received the full amount of the loan. The mortgagee, judging by his prior transactions, was too shrewd a Dutch merchant not to retain part of the sum loaned as payment for his services and for one year's interest in advance. Inadvertently, however, the mortgage failed to provide the rate of interest to be paid on the loan. This was not rectified until a year later, when Archer agreed to pay interest at the rate of ten per cent per annum. A copy of his agreement follows: [8]

"The Agreem^t about y^e Interest the s^d Jn^o Archer is to pay for the sum̃e above-specifyed.

"Whereas I have by way of Morgage made over my Estate in y^e Manno^r of ffordham to M^r. Cornelis Steenwÿck upon such Termes & Conditions as in the Indenture of Morgage bearing Date w^th these p^resents is more particularly sett forth, wherein amongst the rest I am engaged to pay Interest for the Sum̃e of Money or Value my said Estate is morgaged for, but noe mention made of what Sum̃e should bee allowed per Cent. for the same; These p^resents testify that upon Account of the moneys I have received of the said M^r Steenwÿck, & for diverse other good Causes & Consideracõns mee thereunto moving I doe engage myselfe my Heyres, Executo^rs, & Ad-

[8] Deeds, Book 4, pp. 32-33, Secretary of State, Albany, N.Y.

ministrato$^{rs}$ to pay unto the said M$^{r}$ Steenwÿck, his Executo$^{rs}$, Administrato$^{rs}$ or Assignes as Interest for the Money afore-specifyed, at ye Rate of Ten per Cent. yearly untill the whole Sum̃e bee satisfyed and paid, & if it shall soe happen that in making the last payment a New Yeare bee begunn, & the Morgage cleared before its Expiracon I doe oblige myselfe to pay for the last Summe in Arreare, Interest for the whole yeare at the Rate aforesaid, although it shall want much of being complicated. In Testimony whereof I have hereunto sett my Hand & Seale at ffort James in New Yorke this 14$^{th}$ day of November in the 23$^{d}$ yeare of his Ma$^{ties}$ Reigne, Annoq Domini 1672."

By a strange coincidence, the recorded mortgage of November 14, 1671, and the above-mentioned agreement to pay interest on the indebtedness referred to therein, fail to disclose either Archer's or Steenwÿck's signature or seal. As the mortgage purports to have been signed and sealed by both of these individuals, and as the interest agreement recites it was executed under the hand and seal of Archer, it is a fair assumption that the recording official must have neglected to copy the seals and signatures. This conclusion finds support in the mortgage, from which it appears that two witnesses attest over their signatures to the document being "sealed and delivered" in their presence. While the attestation fails to say anything about the document being signed, nevertheless, as signing was and still is a prerequisite to sealing and delivering, it follows that it must have been duly executed before delivery thereof was made.

# VIII

## THE LORD OF THE MANOR IS BESET WITH TROUBLE

WHILE Archer was busy perfecting title to his lands and raising funds for their development, trouble was brewing for him with his tenants at Fordham and with his neighbors at New Harlem and Westchester.

David Demarest, the occupant of lot No. 1 adjoining Spuyten Duyvil, complained to the Mayors Court at New Harlem on September 8, 1671, that Archer was mowing and removing hay in the valley belonging to his lot, notwithstanding his protest, and demanded restitution of the hay with costs. Archer questioned Demarest's title and stated that, if the latter could prove the valley in question belonged to him, he would restore the hay. After hearing the parties and examining plaintiff's ground brief, the Court found the length of Demarest's lot undefined. Thereupon, with the consent of the parties, the Court directed the surveyor, Jacques Cortelyou, to measure, in the presence of the Magistrates of New Harlem and Fordham, the same amount of meadow for plaintiff's lot as that appurtenant to the adjoining lots 2 and 3, and simultaneously ruled that if it be found that the mowed valley belonged to plaintiff's lot No. 1, defendant was to restore the hay mowed and pay the costs of the litigation.[1]

With the above, a number of other cases involving Archer came before the Court. Martin Hardewyn alleged he broke his fence and that as a result his corn was destroyed;[2] Marcus Du Sauchoy asserted he threw his furniture out of doors; and Johannes Verveelen's complaint was based on some reason not given,[3] but evidently the outgrowth of Archer's claim to a neck of land,

[1] *New Amsterdam Records,* vol. 6, pp. 324-325. These three lots were situated on the mainland adjoining Archer's property (see Riker. Revised History of Harlem [New York: 1904], p. 275).

[2] *New Amsterdam Records,* vol. 6, p. 325.

[3] *Ibid.*

hummock or island, commonly called Papiriniman, then occupied by Verveelen, who had been authorized by the Governor to operate a ferry at Spuyten Duyvil for the convenience of passengers journeying between the Island of Manhattan and the mainland.[4] Acting upon the consent of the litigants in these three cases, the Court appointed Daniel Tourneur and Jan La Montagne arbitrators, with instructions to hear the disputes, reconcile the parties if possible and report back to the Court.[5]

A further complaint against Archer was heard on this occasion. It was made by the inhabitants of Fordham, who alleged that he "severall times hath bene y^e^ occasion of Great troubles betwixt y^e^ Inhabitants of y^e^ s^d^ Towne he taking uppon him selfe to Ruel and Governe over them by Rigur and force[.]" The complainants asked for "Reliefe and y^e^ protexion of this C^rt^ ag^st^ him or any other that should disturbe y^e^ peace of y^e^ s^d^ Inhabitants." Archer was ordered "to behavie himselfe for y^e^ future Civilly and quietly ag^st^ y^e^ Inhabitants of y^e^ s^d^ towne"; otherwise, he would act "at his perrill." At the same time the Court directed that in the future "all small Differances" occurring in the town were to be decided at "Haerlem," by the Magistrates of Fordham with the assistance of two from "Haerlem"; but, should the Magistrates sit at Fordham, then those from that place were "to Satisfy y^e^ Magistrates of Haerlem for Comming up to their Towne of fordhom."[6] From the nature of this complaint it is a fair assumption that it was probably occasioned by misunderstandings emanating from the fact that Archer came from Holland, while his tenants were mostly English, and both parties were accustomed to different practices.

No record has been found of arbitrators' reports in the Hardewyn, Du Sauchoy and Verveelen cases mentioned above. Probably none were made, or, if so, never approved by the court, as the magistrates of New Harlem lost jurisdiction in the disputes three months later when Governor Lovelace incorporated Archer's land into the Manor of Fordham. Under the patent then granted, it will be recalled, the manor was to have "equall Priviledges and Immunityes with any Towne Enfranchised Place or Mannor" within the government, and was not subordinate to or under the order or direction of any riding, township, place or jurisdiction

[4] *Minutes of Executive Council,* vol. 1, pp. 222-226; Bolton. *History of Westchester County,* 3rd ed., vol. 2, p. 507. For the final disposition of this claim, see p. 59.

[5] *New Amsterdam Records,* vol. 6, pp. 324-325.

[6] *Ibid.,* pp. 325-326.

upon the mainland or Long Island, only being subject to the Governor and his Council and the General Court of Assizes in all matters as to government.

The question of title to the meadow in the valley adjoining Demarest's lot No. 1 remaining unsettled, Governor Lovelace endeavored to put an end to the matter by providing other meadow for the disputants in place of the one at issue. On November 9, 1672, he directed Daniel Tourneur, David des Marest and John Archer to investigate and report whether some convenient piece of meadow at his disposal could be found "at or near Bronx Land" which could be granted to the persons concerned, without serious prejudice to the rest of the land when settlement thereof was made.[7] Nothing came of this attempt to settle the dispute.

It would seem that up to this time Fordham had no court of its own. Archer now sought to rectify this omission. With this object in view he made application to Governor Lovelace and requested that a court be established at Fordham and that John Rider be appointed steward of the manor and president of the court. His application was approved and, on April 10, 1673, the Governor issued an order reading:[8]

> "Whereas M$^{r}$ Jn$^{o}$ Archer having obteyned a Patent from mee for a certaine Parcell of Land upon y$^{e}$ Maine (of w$^{ch}$ hee had made Purchase) lyeing & being over

[7] Scharf. *History of Westchester County* (Philadelphia: 1886), vol. 1, p. 776; Riker. *Revised History of Harlem* (New York: 1904), p. 284. The following copy of the Governor's order is from Riker's *Revised History of Harlem, supra:*

"Whereas the Meadow Ground or Valley by the Creek beneath the town of Fordham at Spuyten Duyvel is claimed by some of the inhabitants of New Harlem, but is at so great distance from them and lying unfenced, and so near the town of Fordham that those of Harlem can receive little or no benefit thereby, as the inhabitants of Fordham cannot avoid being daily trespassers there, if the property there shall still continue to Harlem; To prevent all further cavils and contests upon that subject, as also for an encouragement to that new Plantation, as well as in compensation to those of Harlem for their interest which they shall quit at Spuyten Duyvel; I do hereby promise and engage that some convenient piece of meadow being found out at or near Bronx Land, in my disposal, I shall grant and confirm the same unto the persons concerned; provided the said grant do not greatly prejudice the rest of Bronx Land when it shall be settled; and I do refer this matter to Daniel Tourneur and David des Marest, with John Archer, to make inquiry hereunto, and make report thereof unto me with all convenient expedition. Given, etc., this 9th day of November, 1672.

Francis Lovelace"

[8] *Minutes of Executive Council,* vol. 1, pp. 219-220.

against this Island Manhatans, neare Spiting Devill, where a New Village is seated, & is called ffordham, unto y^e^ w^ch^ I have thought fitt to Grant y^e^ Priveledge of a Manno^r^, & the said M^r^ John Archer being the Principall Proprieto^r^ having requested of mee, That being y^e^ Principall Proprieto^r^ for y^e^ Decision of Matters of Debt & Trespasse between him & his Tenants, or between one Tenant & another there may bee held a Court quarterly, or as often as there shall be Occasion, of w^ch^ some Person as Steward of the Manno^r^ shall be Presid^t^, taking as his Assistants y^e^ Constable of y^e^ Place, & one or two more of the discreetest of the Inhabitants; The holding of a Court there by y^e^ Constable & Overseers being not practicable amongst them in their New Settlement, By these Presents I doe well approve of y^e^ Proposall aforementioned, & doe Order That there shall bee held for y^e^ said Manno^r^ of ffordham a Court quarterly or oftner if Occasion shall bee[,] the first Court to bee on y^e^ 24^th^ day of this Instant Month where the Steward for the time shall bee Presid^t^ & that hee take as his Assistants y^e^ Constable of y^e^ Towne, & one or two more of the discreetest of y^e^ Inhabitants as afores^d^ or Neighbourhood, for the Decision of all Differences of Debt or Trespasse between the Landlord & Tenants, or one Tenant w^th^ another, according to y^e^ Direction in the Law & y^e^ Priveledges in his Patent. And M^r^ John Rider being recommended by y^e^ said M^r^ Archer to be Steward of the Court, I doe hereby Allow thereof the said Steward taking his Oath to doe Justice in y^e^ said Employm^t^ between Man & Man according to Law & good Conscience, & Regulating himselfe as a Steward of a Manno^r^ ought to doe, for y^e^ w^ch^ as Occasion requires hee shall have particular Directions from my selfe. Given under my hand at ffort James in N: Yorke this 10^th^ day of Aprill in y^e^ 25^th^ yeare of his Ma^ties^ Reigne Annoq Domini 1673.

[Francis Lovelace]"

Rider was probably present when this order was signed, for he was appointed steward of the manor and took an oath to administer justice the day it was issued.[9]

A few months later, New York was retaken by the Dutch and, on August 17, 1673, the latter reestablished its form of government in the city.[10] Shortly thereafter, the inhabitants of Ford-

[9] *Ibid.*, vol. 1, p. 220.

[10] Seymann. *Colonial Charters Patents and Grants to the Communities Comprising the City of New York* (New York: 1939), p. 25.

ham renewed their complaint against Archer, alleging, before the new Governor (Colve) and his Council, that they were not being properly governed and requesting permission to nominate their own magistrates. As a result, Archer was summoned to appear before the Council at New Harlem on October 4, 1673. There, the complaint was read to him, at which, apparently only too willing to divest himself of governmental responsibility, he voluntarily consented to desist "from the government, authority and patroonship of said town, reserving alone the property and ownership of the lands and houses there." [11] Thereupon, the Governor declared: [12]

> "The inhabitants of the Town of Fordham are hereby authorized to nominate, by plurality of the votes of their town, six of the best qualified persons, exclusively of the Reformed Christian religion, as magistrates of said town, and to present said nomination by the first opportunity to the Governor-General, from which his Honor will then make the selection; it is also recommended them to pay attention when nominating, that the half, at least of those nominated, be of the Dutch nation."

Before the year passed, the residents of Fordham had cause for further complaint. This time the person involved was Francis Beado, an emigrant from London, England, who was arrested at Fordham, charged with conspiring against the Dutch and threatening the destruction of the good people of the village. Brought before the Council at Fort William Hendrick, he was there tried November 28, 1673. From the testimony given on that occasion, it appears he tried to enlist help for the purpose of killing Verveelen and other Dutch inhabitants of Fordham and that he asserted he had a "commission" for their destruction. To all this, Beado is said to have confessed "without torture." Upon being found guilty, he was sentenced to be brought to the place where judgment was usually executed, there bound to a stake and "branded on the back with a red hot iron." After this punishment had been inflicted, the Council directed that he was to be banished from New Netherland for twenty-five years. The sentence of the Council was executed December 20, 1673.[13]

The following February, the Dutch surrendered New York

[11] N.Y. Colonial MSS, vol. 23, p. 103, as catalogued in *Calendar of N.Y. Historical MSS* (English), Part 2, p. 12; Bolton. *Op. cit.*, p. 507.

[12] Bolton. *Op. cit.*, p. 508.

[13] Riker. *Op. cit.*, p. 311.

to the English and the latter resumed authority a few months later.[14]

From May to September 1674, Archer was involved in litigation in the Mayors Court at New York with Thomas Gibbs over their respective accounts.[15] After considerable time had elapsed without the matter being settled, it was referred to two arbitrators, Archer giving a bond in the sum of fifty pounds current money of New England to be bound by their award. On June 12, 1677, Gibbs was again before the Mayors Court where he charged Archer with having forfeited the amount of the bond on the ground he had neglected and refused to proceed with the arbitration.[16] At the time, the latter was at Fordham where he had been busy the greater part of the years 1675 and 1676 preparing its defense against a threatened invasion by King Philip and his Indian followers. Under the circumstances, it was not to be expected that he would absent himself from Fordham for the purpose of attending an arbitration of a personal matter in the City of New York. Then again, there was no way of compelling him to attend, for, it will be recalled, valid service of a copy of an order of the Mayors Court could not be made at Fordham, as that place was beyond its jurisdiction. Nevertheless, upon termination of the Indian uprising, Archer consented to the matter being submitted to the court in lieu of arbitration. Finally, on March 8, 1680, the dispute was presented to the Mayors Court and a jury. Elizabeth Gibbs, wife of the plaintiff, appeared as attorney for her husband and alleged the sum of 301 guilders and 3 stivers, wampum, was due from defendant. This, Archer denied. Both litigants produced their accounts and they were read in evidence. After the matter was "fully heard and debated," the court referred the case to the jury, which brought in a verdict in favor of Archer with costs, and judgment was rendered accordingly.[17]

While the above litigation was pending, Verveelen, with whom Archer was at odds over certain meadow land at Papiriniman, seized the books and records of the Town of Fordham, of which he was an officer, and would not return them. This necessitated Archer petitioning the Governor's Council for their recovery. The latter, at a meeting held June 15, 1674, at Fort William Hendrick,

[14] Seymann. *Op. cit.*, p. 25.

[15] *New Amsterdam Records,* vol. 7, pp. 83, 87, 91, 97, 98, 102, 121.

[16] Minutes, Court of Mayor and Aldermen, City of New York, vol. Nov. 9, 1675-Nov. 6, 1677, orig. p. 261, new p. 129, at N.Y. County Clerk's office.

[17] *Ibid.*, vol. July 24, 1677-Sept. 5, 1682, new p. 259; vol. Nov. 9, 1680-Dec. 25, 1683, new p. 21.

ordered Verveelen "to hand over to the petitioner the books and protocols properly belonging to him." [18]

With the exception of the controversy between Archer and Verveelen, everything now seemed peaceful and harmonious at Fordham. The inhabitants, for some reason not disclosed, turned to Archer and requested that the court of the manor be kept at his residence. In order to accomplish this, the approval of the Governor and his Council was necessary. Upon a petition for this purpose being filed, Matthias Nicolls, Secretary of the Governor and with his permission, issued an order to Richard Gage, Constable of Fordham, under date of February 18, 1674/5, directing that the usual court of the Manor of Fordham be kept at "Mr. Archer's House" and held on Wednesday, the third day of March following, and that notice be given to all persons having business there.[19]

The dispute between Archer and Verveelen remaining unsettled, the former, during 1675, cut and carted away certain hay from the meadows which the latter claimed but which the proprietor of Fordham believed were embraced within his purchase and patent. As a result, Verveelen filed a complaint in the Mayors Court in New York and, on August 17, 1675, arbitrators were appointed to settle the dispute. In due course they made an award supporting Verveelen's claim to the meadows.[20] This displeased Archer, who does not appear to have consented to a submission of the dispute to arbitration or to the jurisdiction of the court. In any event, he ignored the award and continued cutting and removing hay from the disputed area. Again Verveelen went to the Mayors Court and, on August 15, 1676, supplemented his previous declarations relative to the cutting and removing of hay with an additional complaint on that score. At the same time he alleged that Archer disregarded orders from Governor Lovelace, the General Court of Assizes and the "reward of goodmen" in the prem-

[18] Bolton. *Op. cit.,* p. 508, citing N.Y. Colonial MSS, vol. 2, p. 721.

[19] *N.Y. Colonial MSS,* vol. 13, p. 483. Archer's house appears to have been situated on the heights at Spuyten Duyvil, a short distance from Verveelen's ferry (near the site where Kings Bridge was later built). It lay north of the road to Boston (Old Boston Post Road) and slightly east of the highway (now Broadway) which led from the ferry to Yonkers (see map of survey of Fordham by Phillip Welles in 1684 opposite p. 72).

[20] Riker. *Op. cit.,* p. 326. Some months prior to the filing of this complaint, Verveelen had been fined by the Manorial Court of Fordham and, in February 1675 (reported as February 12, 1676, in Calendar N. Y. Colonial MSS (English), vol. 2, p. 44), had sought and obtained permission from the Governor to appeal from the judgment rendered to the Court of Assizes, "he having given security to prosecute" (N. Y. Colonial MSS (2), vol. 25, p. 79).

ises.[21] Since the subject of his accusations was at Fordham, Verveelen was unable to bring him within the jurisdiction of the Mayors Court. This, however, did not prevent him from continuing to harass Archer with his charges. On November 7, 1676, he filed a further complaint in the Mayors Court at New York. In it he declared that in January of the previous year, Archer, with confederates, by "force and armes" removed from his dwelling house certain wheat and other goods amounting in value to the sum of 980 guilders.[22] A complaint of this kind, coming nearly two years after the alleged offense was committed, has the earmarks of being an afterthought and probably was filed for the purpose of intimidating the defendant and prejudicing him with the authorities. Moreover, it does not appear that this complaint was ever served on Archer. The probabilities are that it was not for, at the time, he was at Fordham beyond the jurisdiction of the Mayors Court. Issue not having been joined, Verveelen shortly thereafter adopted a different course. Relying on the strength of the previous rulings in his favor, coupled with the fact that he was at Papiriniman under a lease from Governor Lovelace, he petitioned the Governor and the General Court of Assizes to recover four loads of hay which he alleged Archer had taken from his meadow. If this latest move was made for the purpose of molestation on Verveelen's part, it, at most, only partially accomplished its object. Naturally, it was to be expected that Archer would feel aggrieved at being subjected to the trouble and expense of attending court in defense of his rights. However, in committing himself to this litigation, it is doubtful if Verveelen could have anticipated that he was providing the means through which his opponent would establish title to the land in dispute. While the record of the case is not available—the reports of the Court of Assizes were destroyed by fire in 1911—it would seem that Archer's title was recognized, for the government purchased Papiriniman from him for a "Certaine Sume of Money." In consideration of the payment of that sum, and the further payment to be made each New Year's day of a "fatt capon," as an acknowledgment that the land was not to be divided from the manor, Archer delivered a deed of the property to Matthias Nicolls, Secretary to His Royal Highness, bearing date of January 1, 1674 (recorded at Albany as January 1, 1678).[23]

[21] Minutes, Court of Mayor and Aldermen, City of New York, vol. Nov. 9, 1675-Nov. 6, 1676, new p. 36, at N.Y. County Clerk's office.

[22] *Ibid.*, orig. pp. 121-122, new p. 60.

[23] Deeds, Book 4, p. 95, Secretary of State, Albany, N.Y.; *Minutes of*

A few years after the making of this deed, Archer entered into an arrangement with Matthias Nicolls, whereby he consented that three acres of meadow laid out by Jacques Cortelyou for the

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*Executive Council,* vol. 1, pp. 220-221. The following copy of the deed is taken from the above minutes:

"To all to whom this p[r]sent writeing Shall Come John Archer of ffordham Sendeth greeting; Wh[e]reas the said John Archer layes Claime to a Neck of land Hummock or Island Commonly Called Papiriman by vertue of his Purchase & Pattent, whereupon it was the late Governo[r] Co[ll] francis Lovelaces Pleasure to Settle Johannes Verveelen for Some years to keep a ffery for the Convenience of Passengers Betweene the Island Manhatans to y[e] Maine from and to which it is the Only Road, Now know Yee that for & in Consideračion of a Certaine Sume of Money in hand Paid or Secured to bee paid by Matthias Nicolls Secretary to this his Roy[ll] Highnesse, Gover[n]ment, Hee the s[d] John Archer hath for himselfe his heirs & Executo[rs] given, granted, Bargained, Aliened, & Sold & by these p[r]sents doth give, grant, Bargaine, alien & Sell, unto the aforenamed, Matthias Nicolls his heirs and Assigns all his Right tittle and Interest, unto the s[d] Neck of land Hummock, or Island, & Premisses, together with the Appurtenances, within the Limmitts & bounds heretofore agreed upon to be held by the said Johannes Vervelen, without other Prejudice to the towne, Reserveing the Royalty of the Same, with the rest of the Mannor, from the which it is nott to bee divided but on the Contrary as an acknowledgement the s[d] Matthias Nicolls, his heirs and Assignes, are to pay or Cause to bee paid, Every New Yeares day unto the s[d] John Archer, his heirs and assignes, a fatt Capon; To have and to hold the s[d] Neck of Land, Hummock Island Premises, withall the tittle right and interest which hee the s[d] John Archer hath or may have thereunto, unto the Said Matthias Nicolls his heirs and assignes, & unto his or their proper use and behoofe for Ever, In Wittnesse whereof he the Said John Archer, hath hereunto Sett his hand [and] Seale this first day of January in the 26[th] [*sic*] yeare of his Ma[tie]s Reigne Annoq Domini. 1678.

John Archer

"Sealed Delivered In
p[r]esence of
Peter Smith
Henry Newton"

The date of January 1, 1678, appearing in the above deed, does not correspond with the 26th year of the reign of Charles II. Consequently, an error must have occurred somewhere—probably in recording the instrument at Albany. Further research reveals that this deed was also recorded in Westchester County. There, however, its date is given as January 1, 1674 (Westchester County Deeds, *Liber* A, pp. 25-26). This recording seems to contain the correct date, although the 26th year of the reign of Charles II. did not commence until January 30, 1674. While he was crowned King on January 1, 1651 (Bingham. *The Kings of England 1066-1901* (New York: 1929), pp. 352-356), his regnal years are computed from the death of Charles I. on January 30, 1649. Thus, the restoration of Charles II. on May 29, 1660, is styled the twelfth year of his reign (Chase, editor. Blackstone's *Commentaries on the Laws of England* (Albany: 1902), 3rd ed., p. 1084).

son of Johannes Verveelen, and which "had been judged not to belong to the neck of land or island called Papiriniman," be joined thereto in the event young Verveelen "come to live at ffordham." A memorandum of the agreement signed by both parties March 29, 1677, was recorded by Nicolls.[24] By its terms it appears that "Archer dote promise to give his consent that the said three acres of meddow shall be at the disspsall [disposal] of the said Mr Nicolls or his assignees soe longe as the said Johannes Verveelen shall continew upon the Island by virtue of his lease ffrom Governor Lovelace." And so the dispute between the ferry master and the lord of the manor was settled. The handling of this affair redounds to the credit of Archer and is further evidence of his courage, tenacity and perserverance in the maintenance of his rights.

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There is an interesting sequel to the acquisition of this land by the Crown. It seems that when Verveelen made application for the renewal of his lease in 1693, objections were interposed by Frederick Philipse, a large land owner in Westchester County. The Council sustained the objections and, on June 12th of the same year, Governor Benjamin Fletcher granted Philipse a royal patent in which all his lands were erected into the Manor of Philipsborough. In addition, he was given the neck or island of land called Papiriniman, together with authority to erect a bridge over the water at "Spiten Devil ferry" and to charge and receive toll for persons and cattle using it (Bolton. *Op. cit.,* p. 598). Philipse, thereupon, constructed a bridge over Spuyten Duyvil Creek at or about what is now Broadway and 230th Street, New York, N.Y. This bridge remained in use until about 1713, when Frederick Philipse II, to whom Papiriniman had been devised by his grandfather Frederick Philipse I, petitioned, through his guardians, for permission to rebuild the bridge a little west of the first structure, claiming the latter was subject to frequent damage through inundations caused by tide and rain. Upon obtaining permission he caused a new span to be erected known as Kings Bridge. This structure he owned until his death, at which time it passed into the hands of his son, Col. Frederick Philipse III. Possession was held by the latter until the year 1779, when, by reason of a charge of treason against him, his property (Manor of Philipsborough) was sequestered by the State of New York (Bolton. *Op. cit.,* p. 598). Thereafter, through legislative enactment, all his lands were sold at public auction in 1785 by the Commissioners of Forfeitures (see abstract of Sales by above Commissioners, Westchester County Deeds). During the War of the Revolution this bridge was burned by the Americans in their retreat from the British. The latter rebuilt it and when their forces evacuated the City of New York in 1783, troops of the Continental Army entered the City by way of this structure. In 1895, a steel span was erected in its place and a Ship Canal built at 225th Street. Construction of this canal soon put an end to the need for the bridge. It, however, continued to exist until about the year 1904, when the creek underneath was filled in and the bridge buried under a part of what it now Kingsbridge Road (*N.Y. Herald Tribune, July 15, 1928,* Sec. III, p. 4).

[24] Westchester County Deeds, *Liber* A, pp. 26-27, at County Clerk's office, White Plains, N.Y.

During the fall of 1675, an alarm spread through and around Fordham that King Philip's Indians were on the warpath and were advancing through Connecticut towards Westchester. The New York settlements at once began preparing for their defense. Fortifications were erected at Fordham. The new English Governor, Edmund Andros, ordered "double and strict watches." Archer, solicitous of his neighbors' welfare, offered them the protection of his town if they would come in and assist in its defense. Four families are said to have refused. Three of these might have been expected to follow this course, for they were those of John Heddy, William Betts and George Tippett, all of whom Archer had opposed and defeated before the Court of Assizes. Informing the Governor that they could take care of themselves and did not desire "to leave their houses and goods to please the humors of said Mr Archer," they were excused from going to Fordham.[25] The tension caused by the warring Indians continued unabated throughout the winter and up to August 12th of the following year, when it was relieved by the death of the Indian King and many of his followers in an engagement with the colonists.

About this time Archer found himself in need of further funds. Whether this situation was brought about, in whole or in part, by the cost of defense measures at Fordham, or by the expense he was subjected to in the litigation that had been forced upon him, or by a desire to improve or increase his holdings, remains undetermined. In any event, he again approached Cornelis Steenwÿck[26] on the subject. The latter was willing to make a further advance, and, on November 24, 1676, the transaction was concluded. Archer obtained the sum of 24,000 guilders, seawant, for which he gave as security a mortgage, in the form of a bargain and sale deed, conditioned, among other things, on repayment of the sum loaned, with interest at six per cent, in seven years. Upon payment being made as outlined, the indenture was to be void and

[25] Riker. *Op. cit.*, p. 327.

[26] Steenwÿck, in addition to being a wealthy merchant, was one of the leading citizens of New York City, of which he had been Mayor from August 14, 1668, to October 9, 1670. Many offices in the government had been held by him. At one time he was Alderman, also a member of the Governor's Council. In 1671, he was appointed one of the Guardians of "Widows and Orphans estates," and acted as Governor of the Province of New York during the temporary absence of Governor Lovelace in Virginia during 1671. Previous to the above he had been a Schepen [Magistrate] of New Amsterdam from 1658 to 1660, and Burgomaster [Mayor] of that city in 1662 under Dutch rule. For an account of his life, see Valentine. *Manual of the Corporation of the City of New York,* 1864, pp. 648-664.

of no effect and he and his heirs and assigns were given the legal right to reenter the premises.[27] Nothing is contained in the mortgage which indicates it was subject to any prior encumbrance. Thus, the inference arises that Steenwÿck's mortgage of November 14, 1671, had been satisfied.

The following February a complaint was filed in the Mayors Court at New York by "Harmen [Hartman] Wessels," Chirurgeon [Doctor],[28] against "John Archer, Lord Proprietor of the Manor of Fordham." In it, plaintiff alleged defendant indentured his son John "to live and dwell" with him "as an apprentice for six years" and that he took the son "under his tuition and kept [him] in his service for some time," but that defendant enticed him away to plaintiff's damage in the sum of forty pounds. The summons in this litigation was served on Archer at Fordham by the Constable of New Harlem. Such action was highly improper and the service invalid; for Fordham, as has heretofore been shown, was not within the jurisdiction of the issuing court. Fully aware of the illegality of the service, Archer protested to the Governor, through his Secretary, Captain Matthias Nicolls. In his protest, dated February 9, 1677, he set forth the facts concerning service of the summons, claimed service was had outside the limits of the court, requested the Governor be informed "the business is about my boy" and stated that Dr. Hartmann "hath broke his covenant and abused him much." At the same time, he offered to attend the Governor in the City of New York at the latter's convenience.[29] This protest is written in English and is signed in Dutch, "Jan Arcer." No record has been found showing it was ever acted upon by the Governor. Likewise, nothing further appears in connection with this litigation except a notation on the minutes of the court in November 1677, that the attachment obtained by plaintiff had not been served.[30]

While the doctor, searching for his apprentice and failing to find him, was seeking legal recourse against his father, young Archer, it would seem, fled to Albany. Arriving there, he sought employment and agreed to construct for Anthony Lispenard a

[27] Deeds, Book 1, p. 496, Secretary of State, Albany, N.Y. For copy of mortgage, see Bolton. *Op. cit.,* 3rd ed., vol. 2, pp. 508-509.

[28] The title "Doctor" was not in common use in New York City until about 1769 (Stokes. *Iconography of Manhattan Island, Chronology and English period,* p. 285).

[29] N.Y. Colonial MSS, vol. 26, p. 20, as catalogued in *Calendar of N.Y. Historical MSS* (English), Part 2, p. 54.

[30] Minutes, Court of Mayor and Alderman, City of New York, vol. July 24, 1677-Sept. 5, 1682, new p. 46, at N.Y. County Clerk's office.

small house "one board in length." For this purpose he gave his name as John Archer and, for obvious reasons, since it was a serious offense for an apprentice to run away from his master, he stated he came from Bergen-op-Zoom, a fortified city in the Province of North Brabant, Holland.[31] Unable to fulfill his contract, because his health had been impaired through the ill treatment he received during his recent apprenticeship, he was brought into court by Lispenard on May 1, 1677. There, the latter agreed to release him from his contract on payment of sixty-two guilders and eight stivers. He pleaded sickness for not having gone on with the contract and stated he was anxious to proceed with the work. The Albany Court ordered him to pay the sum claimed in seawant, within the space of fourteen days, as a condition for his release from his obligation.[32]

While at Albany, young Archer was known by the name of the city from which he allegedly came, being called the Bergen-op-Zoomer. Under this alias his name appeared in litigation brought before the local court on August 14, 1677, by one Cooper against Gerrit Tennise, for the recovery of a broad axe, adze, auger and two chisels, which Cooper alleged having purchased from him, as per bill of sale dated June 9, 1677. The defendant defaulted but the Court proceeded with the case and found that young Archer had returned the broad axe, adze and auger to Jan van Loon, from whom he had bought them prior to the execution of the alleged bill of sale, and that van Loon had loaned them to Archer to do some work for Gerrit Tennise. The Court then ordered the defendant to deliver a certain hand saw and three chisels to plaintiff and the remaining three tools to Jan van Loon.[33] During the litigation Archer is not recorded as being present. The presumption is he was no longer at Albany, but had returned to his father's manorial seat at Fordham. Two years later, his father, while acting as Sheriff of the City of New York, had the doctor in the Mayors Court as a defendant, at which time he was ordered to give security in the sum of fifty pounds to answer the complaint then made against him.[34]

On May 8, 1677, John Sharpe [35] filed a complaint against the

[31] John Archer, first lord of the Manor of Fordham, is reported to have come from Nieuwhoff, Holland; also, from Amsterdam (see p. 139).

[32] *Minutes, Court of Albany, Rensslaerswick and Schenectady, 1675-1680* (Translated by A. J. F. Van Laer), vol. 2, p. 229.

[33] *Ibid.*, pp. 260-263.

[34] Minutes, Court of Mayor and Aldermen, City of N.Y., vol. July 24, 1677-Sept. 5, 1682, new p. 168, at N.Y. County Clerk's office.

[35] John Sharpe practiced as an attorney under both the Dutch and

elder Archer in the Mayors Court for the sum of 207 guilders, seawant, "for fees and other things." [36] The defendant countered by filing a cross complaint against Sharpe. In it he admitted having a running account with him, and acknowledged owing approximately 106 guilders, but asserted he had given as security for this indebtedness two gold rings, one of which was "a seal ring of much higher value." Continuing, he declared he offered to pay his debt upon surrender of the rings, but that Sharpe refused to part with the security.[37] The latter admitted having "divers dealings" with Archer for many years and that there were considerable transactions between them, but claimed he could not get him to settle accounts. When the matter was reached for trial, the disputants requested that two disinterested persons be appointed to examine the accounts with a view to settlement.[38] The Court appointed Thomas Gibbs, Thomas Clark and Cornelius Lucason for the purpose requested, and directed them to report thereon at the next court day.[39] On December 17, 1678, both litigants were again before the Court and, having agreed upon a settlement, the respective actions were dismissed.[40]

During the year 1677, the proprietor of Fordham was named defendant in three additional complaints in the Mayors Court at New York. In none of these cases, however, was issue joined and it may therefore be assumed that the complaints were either withdrawn or abandoned, or that the matters involved were settled amicably.[41]

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English regimes, and his name frequently appears as such in litigation before the Court of Assizes after the promulgation of the Duke's Laws in March 1665. He was a frequent litigant in the Mayors Court. On November 13, 1674, he was appointed Town Clerk and served in that capacity for many years. In 1675 he acted as Sheriff and, at one time, apparently conducted a tavern, for he sued Thomas Blake in the Mayors Court to recover moneys due "for dyet, Lodging, wine & Merchandize."

[36] Minutes, Court of Mayor and Aldermen, City of New York, vol. Nov. 9, 1675-Nov. 6, 1677, orig. p. 235, new p. 115, at N.Y. County Clerk's office.

[37] Minutes, Court of Mayor and Aldermen, City of New York, December 1678, *Liber* 19B, new p. 401, orig. p. 508, N.Y. County Wills, at Surrogate's Court.

[38] *Ibid.*, new p. 402, orig. p. 506.

[39] Minutes, Court of Mayor and Aldermen, City of New York, vol. July 24, 1677-Sept. 5, 1682, new p. 121, at N.Y. County Clerk's office.

[40] *Ibid.*, new p. 123.

[41] The first of these complaints was filed April 3, 1677, by Maria Lookerman, who alleged the sum of 365 guilders and 12 stivers to be due for merchandise sold. Then followed on April 24th, the second complaint in which Alderman Francis Humbolt, by Anna Elizabeth, his wife, appeared

This year also found Archer plaintiff in two actions before the Mayors Court. In one, he sued "John Coo, Jr." [Capt. John Coe], for unlawfully detaining two oxen valued at "ten pounds of silver," [42] and, in the other, Garrit Trevis, for the sum of fourteen pounds, seven shillings and costs, based on an arbitrators' award.[43] The final disposition of these actions is not disclosed.[44]

The autumn of 1678 found Archer active in negotiating sales of land within his manor. In order to convey a good marketable title to any part of his domain it was necessary that Cornelis Steenwÿck, whose 1676 mortgage covered the land, consent to the sale or release from his mortgage the portion to be sold. Steenwÿck was willing to do what was necessary in the premises, and, on November 20, 1678, he joined Archer in documents disposing of manor land as indicated below:

(1) To Thomas Statham, 103 acres of land lying on the "little plaine by the Bronx River, with dwelling house and other buildings, orchard, fencing, etc.; also, a "sixteen$^{th}$ lot" of the salt

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as plaintiff and alleged the debt book of her former husband, Warner Wessels, lately deceased, showed defendant owed him a balance of 183 guilders and 10 stivers for various matters between September 17, 1671, and November 7, 1673. In August, following, John Rider filed the third complaint in which he sought to recover the sum of twenty pounds (Minutes, Court of Mayor and Aldermen, City of New York, vol. Nov. 9, 1675-Nov. 6, 1677, new pp. 108, 114, 147).

[42] Minutes, Court of Mayor and Aldermen, City of New York, vol. Nov. 9, 1675-Nov. 6, 1677, orig. p. 270, new p. 133.

[43] *Ibid.*, orig. p. 274, new p. 135.

[44] In the action against Trevis, it would seem that Archer must have obtained judgment against him and, in the course of collecting same, caused the Sheriff to levy on the defendant's personal property; for the latter brought an action in July in which he alleged that Archer had wrongfully possessed himself of certain "house goods, cattle and chattels" belonging to him, valued at 209 pounds and 5 shillings (Minutes, Court of Mayor and Aldermen, City of New York, vol. Nov. 9, 1675-Nov. 6, 1677, orig. p. 287, new p. 141). While in the suit against Coe, it appears the litigation was either removed to or brought anew in the Court of Sessions for the West Riding of Yorkshire, at Gravesend, Long Island. This is evident from the fact that on June 19, 1678, Archer was plaintiff there, and Capt. John Coe, defendant, in a suit based on the same charge—the alleged detaining of a pair of oxen. As neither party was ready to proceed to trial at that time, owing to the absence of witnesses, the case was adjourned to the next court. Archer failed to appear on the adjourned date and defendant moved for a nonsuit. This motion was granted on condition plaintiff did not appear at the next court and show sufficient reason for his absence on the previous court day (Stilwell. *Historical and Genealogical Miscellany* (New York: 1903), vol. 1, pp. 235, 238). No further record of this litigation has been found and the probability is that it was abandoned by Archer, as it was most inconvenient for him to attend from Fordham.

meadow, "excepting what was lately bought lyeing before the Manor house," together with a sixteenth part of the fresh meadow running from the nursery swamp around the "hammock" and commonage.[45]

(2) To John Conklin, a parcel of land, bounded and described in the bill of sale, but with the amount of acreage not designated, together with a dwelling house, orchard and all other buildings thereon; also, six acres of land "behind y$^{e}$ Nursery Swamp," two and a half acres of salt meadow bounded at the front by the highway and at the rear by the great creek, with a share of the fresh meadow as staked out.[46]

(3) To Roger Barton, 102 acres of land on the "great plains" near the Bronx River, together with a designated sixteenth part of salt Meadow and a share of fresh meadow adjoining the "Nursery Swamp" as staked out.[47]

(4) To Jeremiah Cannife, one moiety of a parcel of land which he and William Jones bought in partnership and more fully described in the bill of sale, together with one moiety of a share of salt meadow and one moiety of a share of fresh meadow as staked out.[48]

(5) To William Jones, one moiety of a parcel of land which he and Jeremiah Cannife bought in partnership and more fully described in the bill of sale, together with one moiety of a share of salt meadow and one moiety of a share of fresh meadow as staked out.[49]

(6) To Jonathan Hudson, six acres of upland lying in the planting field which was formerly in the tenure and occupation of Richard Cage, together with ten acres of land lying behind the "Nursery Swamp," and a half share of salt meadow, with a like share of fresh meadow as described in the bill of sale; also, two home lots and two dwelling houses.[50]

(7) To Nathaniel Stevens, a parcel of land bounded in part by land formerly in the tenure and occupation of Richard Cage and in part by that then in the tenure and occupation of Thomas Higgins, as is more fully described in the bill of sale; also, eight acres of tillable land lying behind the "Nursery Swamp," together

[45] Deeds, Book 6, p. 118, Secretary of State, Albany.
[46] Deeds, Book 6, p. 121, Secretary of State, Albany.
[47] *Ibid.*, p. 122; Westchester County Deeds, *Liber* C, pp. 68-70, at County Clerk's office, White Plains.
[48] Deeds, Book 6, p. 123; Secretary of State, Albany.
[49] *Ibid.*, p. 125.
[50] *Ibid.*, p. 126.

with a half share of salt meadow as laid out, lying next to that of Charles Vincent's, and two acres of fresh meadow on the hill "next adjoining the nursery swamp"; also, a home lot, with "halfe a dwelling house & barne," and all other housing that formerly was in the tenure of John Wood.[51]

From the fact that Steenwÿck was a party to the above mentioned transactions it is a fair assumption that he received a portion of the proceeds from the sale of the properties for the purpose of applying the same towards payment of Archer's indebtedness to him or to be held as security in the place and stead of the property sold. Such a course of action would be proper, as no mortgagee would be expected to consent to part with a portion of his security without adequate and satisfactory substitution being provided in its place.

The following year we find Archer in a new role—Sheriff of the City of New York.

[51] *Ibid.*, p. 127. This bill of sale is not dated but, judging from the sequence in which recorded, it doubtlessly was executed on November 20, 1678, at the same time as the other documents mentioned above.

# IX

## THE LAST YEARS OF A STRENUOUS LIFE

IN MAY 1679, Thomas Ashton, Sheriff of the City of New York, addressed a communication to Governor Edmund Andros, requesting permission to resign his office and recommending John Archer as his successor.[1] The Governor received the request favorably, appointed Archer in Ashton's place and, on November 21, 1679, certified his appointment to the Common Council of the City.[2] Prior to assuming office, Archer agreed orally with his predecessor concerning payment of the uncollected fees owing the latter as Sheriff which, for some reason, had not been paid. This agreement he duly confirmed in writing June 4, 1679.[3] Shortly after Ashton's resignation was accepted, Archer commenced his official duties. In May 1679, he caused the arrest and arraignment in the Mayors Court in New York of John Williams and John Baker for theft.[4]

Archer appeared in many cases before the above court in his official capacity as Sheriff. The nature of his duties were such that these cases are, with one exception, unimportant in a book of this kind. The exception is the presentation in court on June 22, 1680, of Robert Orchard, charged with using "abusive words" when arrested for participating in a disturbance the previous day at a house of entertainment. At that time Orchard was heard, found guilty and fined thirteen pounds and costs of court.[5] He thereupon addressed a petition to Governor Andros concerning the matter.[6] In it he alleged that on June 21, 1680, he went to

[1] N.Y. Colonial MSS, vol. 28, p. 88, as catalogued in *Calendar of N.Y. Historical MSS* (English), Part 2, p. 78.

[2] *Minutes, Common Council, City of New York,* vol. 1, p. 74.

[3] N.Y. Colonial MSS, vol. 28, p. 106, as catalogued in *Calendar of N.Y. Historical MSS* (English), Part 2, p. 79.

[4] Minutes, Court of Mayor and Aldermen, City of New York, vol. July 24, 1677-Sept. 5, 1682, new pp. 149, 154, at N.Y. County Clerk's office.

[5] *Ibid.*, new p. 205.

[6] *Ibid., Liber* 19B, new pp. 255-259, orig. pp. 374-377, N.Y. County Wills; *Collections,* N.Y. Historical Society (1894), vol. 3, pp. 429-430.

Otto Gerritsens, a house of entertainment, with two men living in Woodbridge, New Jersey, and, while there drinking, all three were assaulted by Cornelius Corsen, Andrew Juriansen, Lambert Dorking and Jacobus Carle, "without any reason or cause given y$^{t}$ your petitioner knows of, being at another table in ye same room." Continuing, he sets forth the following detailed description of the affair: "First, one of them came and affronted your petitioner by turning his hatt round his head. [Orchard's trade was that of a hatter.] When he demanding ye occasion of ye same, they all fell upon him to ye number of four, and beat, bruised and wounded him with their knives, in severall places on ye head and face, to yè endangering of his life, as can be made to appear by several testimonys. Nothwithstanding which, Mr John Archer, ye Sheriff of ye City, afterward meeting him and reviling your petitioner with threatenings, Saying, Much good may it do you, and, that wee Dutchmen shall meete with you againe. Whereupon he being in a Passion and exceeding bloody with the wounds which he had received in ye fray, gave him some reviling language and spoke (as it is said) unbecoming word of your Excellency." Accompanying the petition were the depositions of Samuel Smith, Sarah Parker and Hester Dunham, all of whom testified concerning the alleged assault at Gerritsens. As a result, the four committing the assault were fined forty shillings each and directed to pay the surgeon for "ye care of Orchards wounds."

This case throws light on Archer's nationality and confirms the statements heretofore set forth herein that he came from Holland. It makes little difference whether he actually made the remark attributed to him by Orchard. The fact remains that if he was not its author, Orchard must have manufactured it, knowing his antecedents, in the hope of prejudicing him and acquiring sympathetic consideration for the petition from the English Governor. In any event, Orchard was not well disposed towards Archer at the time. A few months prior to the above occurrence, namely, in March 1680, he had sued him in the Mayors Court before a jury for the alleged wrongful seizure of a parcel of hats valued at twenty-six pounds, fifteen shillings, six pence. Archer's defense was that he took the hats by virtue of an execution handed to him as Sheriff. Testimony was had and the matter submitted to the jury. The latter brought in a verdict against Archer for the full amount claimed, with costs, and the Court entered judgment accordingly.[7] An appeal from the judgment was taken by

[7] Minutes, Court of Mayor and Aldermen, City of New York, vol. Nov. 9, 1680-Dec. 25, 1683, p. 22, at N.Y. County Clerk's office.

Archer to the General Court of Assizes. Upon appeal it appeared that he levied on the hats as Sheriff pursuant to an execution directed to him by the Mayor, Francis Rumbouts. The execution was produced and examined by the appellate court, which held it was a sufficient warrant for his action as Sheriff and reversed the judgment of the lower court, at the same time assessing costs against Orchard.[8]

In addition to the lawsuits in which Archer was involved as Sheriff, the year 1680 found him engaged in other litigation in New York City. He sued Thomas Taylor in the Mayors Court, obtained a money judgment, but the execution was returned unsatisfied as no effects of the defendant could be found.[9] William Merritt brought an action against him and he promptly satisfied the judgment obtained by plaintiff.[10] In another case he secured a verdict from the jury in a suit which he instituted against Robert Storey, and judgment thereon was entered by the court.[11] Humphrey Davenport commenced an action against him but was nonsuited and ordered to pay the court costs.[12]

The following year Archer was called upon to defend more important litigation. On April 12, 1681, John Colier, his successor as Sheriff, acting upon behalf of the City of New York, brought suit in which it was alleged the sum of 115 pounds, 13 shillings and 3 pence was due from him for public moneys received as Sheriff.[13] The case came before the court for trial on May 10th and, Archer not appearing, judgment by default was granted in favor of Colier.[14] The outcome of this litigation must have occasioned no surprise to plaintiff, for at no time does it appear that defendant asserted title to the money sought to be recovered. From this we are led to believe that the main purpose behind the lawsuit was to compel Archer to expedite the settlement of his accounts as Sheriff. Compensation for his official services was contingent on the fees he collected pursuant to law. These varied and depended upon the nature of the services rendered. Many items were involved and it was usual for the outgoing official to complete unfinished matters after he left office. Doubtlessly, auditing was also necessary before a proper accounting could be had. Delays in such

[8] *Collections,* N.Y. Historical Society (1912), p. 19.

[9] Minutes, Court of Mayor and Aldermen, City of New York, vol. Nov. 9, 1680-Dec. 25, 1683, new pp. 3, 12, 18, at N.Y. County Clerk's office.

[10] *Ibid.,* new pp. 9, 12, 16, at N.Y. County Clerk's office.

[11] *Ibid.,* new p. 16; *Ibid.,* vol. July 24, 1677-Sept. 5, 1682, new p. 253.

[12] *Ibid.,* vol. Nov. 9, 1680-Dec. 25, 1683, new p. 16.

[13] *Ibid.,* new p. 26.

[14] *Ibid.,* new pp. 29, 31.

matters were customary then and remained so in New York City until after the dawn of the twentieth century. Moreover, the same situation occurred when Archer superseded Ashton as Sheriff, but, in that instance, the matter was adjusted by agreement between the parties. No such agreement was had in the present instance. Nevertheless, this litigation seems to have been satisfactorily settled, as nothing further concerning it appears of record.

Abram Corbett filed a complaint in the Mayors Court on July 12, 1681, in which he alleged the sum of 140 pounds, "lawful money of New York," was due from Archer pursuant to certain bonds. Defendant contended the condition of the bonds had been performed and that he had urged plaintiff, without success, to go over the accounts with him and was still ready and willing to do so. The court referred the matter to Nicholas Bayard and Edmund Gibbons, with instructions to examine the accounts of the parties, to adjust the same and report back at the next session.[15] Continuance of the suit was had until September 6th, when the referees submitted their report, which was duly approved, and judgment given thereon against Archer for two pounds, fifteen shillings and six pence.[16] The result of this litigation not only discloses a substantial victory for Archer, but vividly illustrates that in those days, like the present, human nature was the same when it came to magnifying claims.

On the 11th of October following, there came to trial in the Mayors Court an action brought by Archer against Samuel Hitchcocks for money due. This case was submitted to a jury, which rendered a verdict in his favor, and the Court duly entered judgment thereon against the defendant.[17] The same day he was also plaintiff in a suit against Charles Vincent.[18] Settlement thereof was agreed upon between the litigants and so entered on the records of the court two weeks later.[19] On that occasion we find Archer defendant in two actions in which James Graham and John Inyans were the respective plaintiffs.[20] Trial of these cases was adjourned until November 22nd, when judgment by default was entered against him in each instance.[21] Nothing further in connection with these lawsuits appears of record.

[15] *Ibid.*, new pp. 44, 49, 52, 56, at N.Y. County Clerk's office.
[16] *Ibid.*, new p. 57.
[17] *Ibid.*, new p. 65; *Ibid.*, vol. July 24, 1677-Sept. 5, 1682, new p. 294.
[18] *Ibid.*, vol. Nov. 9, 1680-Dec. 25, 1683, new p. 66.
[19] *Ibid.*, new p. 72, at N.Y. County Clerk's office.
[20] *Ibid.*, new p. 73.
[21] *Ibid.*, new p. 81.

The year 1682 saw Archer free of litigation in the Mayors Court. The following year he was present on one occasion—December 18th—when he appeared as defendant in a suit brought by Isaac Deschamp. After hearing both parties, the court submitted the dispute to a jury which brought in a verdict over which some confusion occurred. Archer moved for arrest of judgment on the ground the jury had not agreed on a verdict and asked for dismissal of the case. The Court polled the jury and, finding Archer's statement to be correct, dismissed the action with costs against the plaintiff.[22]

Under date of March 7, 1682/3, there appears a quaint item in the records of the Town of Westchester which illustrates the method followed by Archer in the branding of his live stock. It reads:

"Derick Garretson hath sold to John Harrington of Flushing [a] chesnut [word not decipherable] Mare about Seavon or eight years old[,] branded with a k on the off buttock & with F on the neare Shoulder & all the increase of the said mare, which said mare the said Derick Garretson had of James Gumfield by deed of Gift & the said James Gumfield had the said mare given him by John Archer who hath this day vouched before witness that he branded the said mare with a F & that it is the same Mare that he gave to James Gumfield." [23]

Around this time Archer was having trouble with neighboring residents of Westchester who were found invading his Fordham property. These acts of trespass, it is believed, had their inception in a request made to that town August 3, 1681, by William Chadderton, Samuel Hitchcok, John Betts, Alice Betts and Charles Vincent, reading as follows:

"Wee whose names are here underwritten are fully satisfied that wee doe properly belong to the Town of West Chester according to the Laws of this Government and doe belong to the North Riding of Long Island & now are fully satisfied we are not in John Archers Patten [Patent] & desire our names may be Recorded in West Chester Records."[24]

When the invasion of his lands continued, Archer decided to seek relief in the hope of putting an end to it. On September 22, 1683, he filed a petition with the Governor asking for redress

[22] *Ibid.*, new p. 96.

[23] Westchester Town Records, Book 4, p. 30, now *Liber* 53, p. 30, Records of Deeds, Aug. 6, 1665-Oct. 17, 1696, Town of Westchester, at Comptroller's Office, New York.

[24] *Ibid.*, Book 4, p. 80, now *Liber* 53, p. 80.

against Richard Ponton, Will Richardson and Joseph Palmer, of the Town of Westchester, for trespassing on his manorial rights at Fordham.[25] As a result, the Governor issued a restraining order against the inhabitants of the town. Thereafter, William Richardson sought to obtain a review of this order and an opportunity for the Town to appear and defend its rights.[26] No record has been found of any action taken by the Governor on this request.

While participating in the above litigation, Archer was not free from headaches from other causes. One of the matters which troubled him was the appointment of a proper person to officiate as steward of his manor. It will be recalled that in April 1673, the Governor had appointed John Rider steward at the solicitation of Archer.[27] Rider did not last long at Fordham, being followed shortly thereafter by Henry Newton, a lawyer. The latter, in 1680, alleged before the Mayors Court in New York that he had been "attending and calling" Archer's courts at the "Manor of ffordham for eight or nine years last past." [28] This statement appears somewhat exaggerated, judging by the date of Rider's appointment and the fact that John West claimed to have held court at Fordham in March 1675, under an arrangement with the proprietor by which he was to receive "ye sum of £ 3 for each Court that should be by him holden." [29] In 1679, Newton brought suit against Archer for payment for his services. On October 7th, of that year, both parties appeared before the court and consented to their dispute being referred to John West for determination.[30] Two months later, the litigants were again in court and it was then agreed that settlement of the controversy be made upon the report of West.[31] The latter, however, was not anxious to become involved in the matter. Not only had he held court for Archer at Fordham, but he had acted as an attorney for him in the past, and Newton was a brother lawyer with whom he was well acquainted. These facts were sufficient for West to consider himself disqual-

[25] N.Y. Colonial MSS, vol. 31, p. 42, as catalogued in *Calendar of N.Y. Historical MSS* (English), Part 2, p. 104.

[26] *Ibid.*, vol. 31, p. 86, as catalogued in *Calendar N.Y. Historical MSS* (English), Part 2, p. 106.

[27] See p. 80.

[28] Minutes, Court of Mayor and Aldermen, City of New York, *Liber* 19 B, new p. 272, orig. p. 393, N.Y. County Wills, at Surrogates' Court.

[29] *Ibid.*, new p. 388, orig. p. 520; *Collections,* N.Y. Historical Society (1894), vol. 3, p. 437.

[30] Minutes, Court of Mayor & Aldermen, City of New York, vol. July 24, 1677-Sept. 5, 1682, new p. 170, at N.Y. County Clerk's office.

[31] *Ibid.*, new p. 172.

ified from judging the dispute. In any event, he did not serve as referee. On August 31, 1680, the court appointed John Tuder and Abram Corbett in his place and stead, and ordered Archer to produce forthwith the records of the Manor of Fordham. At the same time, Tuder and Corbett were directed to report at the next court what Henry Newton "shall have for his paynes for calling ye courts at fordham for 8 or 9 years Last past." [32] However, neither of these referees was acceptable to the litigants. Archer, while Sheriff, had arrested Tuder and caused his prosecution and conviction for gambling [33] and, at the time of Corbett's appointment, was involved in litigation with him in the Mayors Court.[34] The reason for Newton's opposition has not been discovered. Nevertheless, on September 14, 1680, he and Archer appeared in court, objected to these appointees serving as referees and consented to their dispute being referred to Captain Nicholls. Evidently, the principal objector to the former referees was Newton, as the court ordered him to pay the costs.[35] The records are silent as to the final disposition of this case, but it seems fair to assume, by reason of the imposition of costs against Newton, that the parties were not long in reaching a settlement.

In 1682, Archer was again in need of a steward at Fordham. He petitioned the Governor for confirmation of his nominee for that post.[36] His petition, however, does not appear to have been acted upon by the Governor. Inaction of this sort must have occasioned no surprise to a resident of the Province in those days; for Governor Andros had returned to England and, at the request of the Duke of York, had left the incompetent Anthony Brockholst in his place. As a result, there existed a "weak, vacillating and disruptive government." [37]

Not to be discouraged by the acting Governor's failure to act on his petition, Archer renewed it shortly after the turn of the year and requested that John Spragg be confirmed as his steward at Fordham.[38] If he thought this latest move would bring more

[32] *Ibid.*, new p. 220, at N.Y. County Clerk's office.

[33] *Ibid.*, p. 173.

[34] See p. 98.

[35] Minutes, Court of Mayor and Aldermen, City of New York, vol. July 24, 1677-Sept. 5, 1682, new p. 225, at N.Y. County Clerk's office.

[36] N.Y. Colonial MSS, vol. 30, p. 125, as catalogued in *Calendar of N.Y. Historical MSS* (English), Part 2, p. 101.

[37] Flick, editor. *History of the State of New York* (New York: 1903), vol. 2, p. 99.

[38] N.Y. Colonial MSS, vol. 31, p. 43, as catalogued in *Calendar of N.Y. Historical MSS* (English), Part 2, p. 104.

favorable results than his first effort, he was doomed to disappointment. It met the same fate as its predecessor, but apparently for a far different reason. By a strange coincidence, it seems that the Duke of York, at or about this time, was also considering the employment of Spragg. Having selected Col. Thomas Dongan to be Andros' successor as Governor of the Province, he appointed Spragg as its Secretary on January 25, 1683. On the following August 25th, Dongan arrived at the City of New York and three days later he installed into office the Duke's appointee as Secretary.[39] Hardly had the new regime begun to function, when a movement was initiated in the Legislature to obtain funds from the residents of the Province to purchase a gift for the Chief Executive.[40]

As a result, an Act was passed by the Legislature on November 2, 1683, entitled: "A bill ffor a ffree and Voluntary P'sent to the Govern'r." By this enactment, a tax of one penny was proposed on each pound value of all the "Reall, Personall & visible Estate" of each and every freeholder and inhabitant of the Province, and John Archer, John Pell, Walter Webley and William Richardson were appointed Commissioners for the County of Westchester for the purpose of putting the law into effect.[41]

[39] Brodhead. *History of the State of New York* (New York: 1871), vol. 2, pp. 374-375.

[40] While Dongan was a most competent and capable official, he was not adverse to the enactment of measures whose impelling motive seems to have been one of self-interest—the procurement of fees for his personal use as a perquisite of his office. Among these measures was an order in Council requiring various municipalities in the Province to renew their charters. Included in the list was the City of New York, which paid Dongan £300 and Spragg £25 as their respective official fees for issuing its charter of April 27, 1686 (*Ibid.*, pp. 437-439; Roberts. *New York: The Planting and The Growth of the Empire State* (Boston: 1901), vol. 1, pp. 194-195.

[41] *Colonial Laws of New York,* vol. 1, chap. 14, p. 137. The men appointed Commissioners with Archer were well known in the County of Westchester. John Pell inherited the lands of his uncle Thomas Pell and, in 1687, received from Governor Dongan a patent therefor by which they were incorporated into the Manor of Pelham with himself as Lord Proprietor (Bolton. *History of Westchester County,* 3rd ed., vol. 2, pp. 57-59).

Walter Webley was the nephew of Col. Lewis Morris, of the Island of Barbadoes, the second proprietor of Morrisania. He is mentioned by the latter in his will of February 7, 1690 (Riker. *Revised History of Harlem* (New York: 1904), p. 357; Bolton. *Op. cit.,* pp. 462-463).

William Richardson's name appears in the second patent granted the Town of Westchester by Governor Dongan on January 6, 1686, and in the Indian deed given the town May 27, 1692 (Bolton. *Op. cit.,* pp. 288-291). He was the friend of John Richardson (joint patentee with Edward Jessup of West Farms by patent dated April 25, 1666), and is mentioned in his will

It is doubtful whether Archer ever completed the task assigned him by the above Act, as a few months later he met with a "sudden and unexpected death." Tradition has it, as reported by Bolton, that he died while driving in his carriage from his manorial seat at Fordham to New York and was interred on his estate at a place later known as Tetard's Hill.[42] Thus ended the career of a far-sighted, courageous and persevering pioneer, who, with great diligence and success, established at his own expense a village and the first manor in the Province of New York under the English.[43] His death, coming when his lands were in the process of development and at a time when he was in the prime of life—for he could not have been much more than fifty years of age—found his financial affairs in a chaotic condition. His land was heavily mortgaged and there were not sufficient funds available to liquidate this indebtedness. Fortunately, the mortgage was not the only tie that bound the mortgagor and mortgagee together.

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of November 16, 1679 (Bolton. *Op. cit.*, pp. 434-435, 437). Also, a friend of Col. Lewis Morris, who named him one of the executors and overseers of his will of February 7, 1690, and bequeathed him therein "one negro boy named Jack" (Bolton. *Op. cit.*, pp. 464-466).

[42] Bolton. *Op. cit.*, p. 516. The property only became known as Tetard's Hill after Dominie Tetard had purchased the land in 1763 from its owner, Peter Vermilye, and came to live there shortly thereafter.

[43] These manors were established after enactment of Statute 12, Charles II. (1660), which abolished military tenures and created those of free and common socage (Eberlein. *The Manors and Historic Homes of the Hudson Valley* (Philadelphia: 1924), pp. 28, 30). The Manor of Fordham was the only manor granted in the County of Westchester under the Duke of York as Lord Proprietor.

# X

## THE SECOND LORD OF THE MANOR

THE sudden death of the Lord Proprietor of the Manor of Fordham resulted in his son, John, petitioning the Governor's Council March 1, 1684, for the appointment of an administrator of his late father's estate, with power to try title to the lands at Fordham.[1] A like application was made six days later by Cornelis Steenwÿck, to whom the deceased had mortgaged his lands.[2] Thus, it would seem, the deceased left no will; for, if he had, the appointment of an administrator would not have been necessary. However, the English rule of primogeniture prevailed and young Archer, as the eldest son, was his father's heir. Evidently, his mother, Catherine, predeceased her husband, as her son stated in his petition that through his father's untimely death he became an orphan.[3]

Before the situation caused by the elder Archer's death could be clarified, the mortgagee, Cornelis Steenwÿck, died. A short time prior to his death he made a will, dated November 20, 1684, in which the lands and other property in the Manor of Fordham were devised by him, with the written consent of his wife (Margarieta de Riemer), in the "form of a pre-legacy," to the Nether Dutch Reformed Congregation of the City of New York.[4] This will was probated at New York City May 8, 1685.[5]

[1] N.Y. Colonial MSS, vol. 31, p. 122, as catalogued in *Calendar of N.Y. Historical MSS* (English), part 2, p. 102.

[2] *Ibid.*, p. 124, as catalogued in *Calendar of N.Y. Historical MSS* (English), part 2, p 108.

[3] Riker. *Revised History of Harlem* (New York: 1904), p. 389.

[4] *Liber* 19B, orig. pp. 135-140, new pp. 85-89, N.Y. County Wills at Surrogates' Court. Copy of will printed in *Collections,* N.Y. Historical Society (1893), vol. 2, pp. 67, 414-415; Bolton. *History of Westchester County,* 3rd ed., vol. 2, p. 510. That part of the will referring to the Fordham property as given by Bolton, provides:

"I, the said testator, by form and legacy do give and grant by these presents, for and to the proper use and behoof of the Nether Dutch Reformed congregation within the city of New York, for the support and maintenance of their ministers, ordained according to the church orders of

The fact that death of the mortgagor and mortgagee occurred so closely together complicated matters still further. Fortunately, Steenwÿck's widow and young Archer had a bond of sympathy between them and could feelingly appreciate and share in each other's loss. Not only had the latter lost his father, but, around this time, he had suffered a further bereavement in the death of his wife, Margariet, the daughter of Margarieta Steenwÿck and her late husband.[6] Consequently, he and Steenwÿck's widow manifested a desire to avoid the expense and trouble of litigation by reaching an agreement concerning the property at Fordham. The result was an arrangement whereby John Archer, Jr., was to keep

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the Netherlands, now at present here in *being* or *hereafter to be called, ordained, or to come,* all the testators rights, property, title and hereditaments in and to the manor of Fordham, lying in the county of Westchester, together with all the lands, meadows, fields, woods, creeks, rivulets, and other waters, as also all the said testators jurisdiction, right title, action and property, in and to the said Manor of Fordham, with all the patents, deeds, schedules, hypothets, mortgages, and other instruments of writing, to the said manor of Fordham, belonging or in any wise appertaining, in as full and ample as the said manor of Fordham now already in property is belonging, or hereafter more amply shall be confirmed unto the said testator by deed conveyance, transport, hypothet, mortgage, judgment or otherwise, from or by any manner of way or means, of John Archer, deceased, last owner and proprietor of the said Manor of Fordham.

"And I, the said testator, doe further order and declare, as my last will and testament, the said manor of Fordham, together with all the benefits, profits, incomes, advantages, rents, and revenues, and all appurtenances thereof, shall be conveyed, transported and made over, in a fee, quiet, and full property and enjoyment by the testator's appointed executrix, within the space of six months after the testator's decease, or upon lawful demand, to the elders and overseers of the Nether Dutch congregation, for the *proper use and behoof* of the minister of the said congregation, as herebefore at large is expressed and set forth, to be held in full property, possession and enjoyment, inheritably and forever, by the said elders or overseers at the time of the testator's decease in being, and all others that from time to time shall succeed in their places, to the end and use as aforesaid, without any let or hindrance or contradiction of any person or persons whatsoever."

[5] *Liber* 19B, orig. pp. 135-140, new p. 85, N.Y. County Wills, at Surrogates' Court. On July 29, 1686, an inventory and an appraisal of Steenwÿck's estate were filed (*Liber* 19B, *supra,* orig. pp. 220-269, new pp. 138-169). At the time of his death, he was the leading merchant in the City of New York and the inventory disclosed, approximately, 800 debts due the deceased, principally for unpaid merchandise. The list contained the name of John Archer, Fordham, who is charged with a total indebtedness, including the monies covered by the mortgages on his lands, in the sum of £38,800 and 19 shillings (*Liber* 19B, *supra,* orig. p. 254, new p. 159). John Archer, Jr., is listed as owing £89 and 3 shillings (*Liber* 19B, *supra,* orig, p. 263, new p. 165).

[6] See note 80, p. 135.

a certain part of the land with the manor house, and, in turn, was to surrender the balance of the mortgaged premises to "Margaretha" Steenwÿck. For the purpose of putting this plan into effect, it was decided that he should deed all the property to Steenwÿck's widow, who would then convey to him the land and other part of the estate agreed upon.

Accordingly, on October 16, 1685 [reported as October 16, 1686, in copy of deed at County Clerk's office, White Plains, N. Y.], young Archer transferred to "Margeretta" Steenwÿck, widow, all "the Mannor of Fordham within the County of Westchester." [7] At the same time, he received instructions from her to deliver the property to John West, of the City of New York, to whom she gave a written power of attorney to act for her in the matter. These instructions were duly complied with in the presence of Johannes Verveelen and Benjamin Collier who certified under date of November 19, 1685, that "ffull and peaceable possession and seizin was given and delivered" by Archer "unto John West of the Citty of New York, Gentl, by vertue of the letter of atturney"[,] for and in the name and to the use of "Margeretta Steenwÿck & her heirs[.]" [8]

The following day (October 17, 1685) "Margrieta Steenwick" signed a deed to Archer of the "messuage or tennement and homelott thereunto belonging" in the Manor of Fordham lately in his possession, together with forty acres of upland and a certain proportion of meadow, which she agreed to lay out for him convenient to his residence. For some reason not disclosed, the acknowledgement and delivery of the deed were held in abeyance. It was not until April 10, 1686, that "Margaretta Steenwick" appeared before Matthias Nicolls, Secretary of the Province, and duly acknowledged execution of the instrument. Delivery thereof was later made to young Archer and recorded in the Secretary's office. Then, on June 22, 1686, he caused a "true coppy" to be "compared and recorded" in the County of Westchester.[9]

[7] Westchester County Deeds, *Liber* A, pp. 45-47, at County Clerk's office, White Plains, N.Y.

[8] *Ibid.*, p. 47.

[9] Deeds, Book 27, pp. 201-203, Secretary of State, Albany, N.Y.; Westchester County Deeds, *Liber* A, p. 87. A copy of the deed recorded in Westchester County follows:

"This Indenture made the seaventeente day of October in the first yeare of the Reigne of our Soverigne Lord, James the Second by the Grace of God of England, Scotland, and Ffrance and Ireland King Defender of the Faith &c., and in the yeare of our Lord one thousand six hundred and eighty five, between MARGARETT STEEINWICK of the Citty of New Yorke, wid-

Everything was now in order for his undisputed occupancy of the manorial seat at Fordham. All he needed was a wife to preside over the manor house erected by his father. No time seems to have been lost by him in this respect. In October, 1686, he ob-

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dow of the one part and JOHN ARCHER of the Mannor of Fordham in the County of Westchester[,] Yeoman, of the other part, WITNESSETH that the said Margarett Steeinwick for and in consideration of the sum of FIVE SHILLINGS currant monney to her in hand paid by the said John Archer the receipt whereof she acknowledgete by these presents and for divers other valluable causses and considerations her the said Margarett Steeinweeke hereunto moveing hath granted bargained and sold and by these presents doth clearely and absoeluitly grant bargaine and sell unto the said John Archer, his heires and assignes forever, ALL that certaine messuage or tennement and homelott thereunto belonging scituate lyeing and being within the Mannor of Fordham now or late in the possession or occupation of the said John Archer his assignee or assignes. Togaither with forty acres of upland to be layd out in some convenient place neare the said measuage or tennement where the said Margarett Steenwick shall think fitt to order and appoynt with all woods and underwoods standing and groweing upon the premisses and all wayes easements proffitts comodetyes and appurtenances whatsoever thereunto belongeing and all the estate right title and interest of her the said Margarett Steenwick of in and to the premisses. TOGAITHER with an equall proportion of meadow with other the tennements of the said Mannor. TO HAVE AND TO HOLD the said messuage or tennement land and premisses with their appurtenances before mentioned unto the said John Archer his heires and assignes to the sole and only proper use beenefitt and behoofe of the said John Archer his heires and assignes forever yielding and paying and the said John Archer doth for himselfe his heires, executors adminisstrators and assignes by these presents covenant grant and agree to yeild and pay unto the said Margarett Steenwick her heires, executors adminisstrators and assignes annually and every yeare on every five and twentyth day of March one half bushell of good winter wheat if demainded and to doe and performe all dues duties and services according to the usage and custome of the said Mannor. IN WITTNESSE WHEREOF the partyes first above named to these present Indenture interchangeably have sett their hands and seales the day and yeare first above written.

"Sealed and delivered
in presence of us
Dl. [Daniel] Bayard Margrieta Steenwick
Geo. Ffarewell

"The words Togaither with an equal proportion of meadow with other the Tennements of the said Mannor being first interlined.

"This deed was acknowledged before me by the within named Margaretta Steenwick, widdow this 10th day of Aprill 1686.

M. Nicolls"

For some reason not disclosed, the grantor failed to lay out the upland and meadow as provided in the above deed. This was not done until 1733—after the death of both grantor and grantee—when, at the request of the latter's eldest son and heir (also named John Archer) the Minister, Elders and Deacons of the Reformed Protestant Dutch Church in the City of New

tained from Governor Thomas Dongan, a license to marry Sarah Odell, the daughter of his neighbors, William and Sarah Odell.[10] The marriage occurred two months later before Justice John Palmer of Westchester.[11] At least seven children are believed to have been the fruit of this union: John, Sarah, Benjamin, Jonathan, Catherine, Mary and Richard. These, in turn, left many descendants.[12]

During his residence at Fordham, John Archer, Jr., served for many years on the vestry of the Parish Church of Westchester and held minor political office. He died sometime between the years 1718-1726, probably about 1725.

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York (the then owners of the manor lands under Margarieta Steenwÿck) complied with this neglected provision (See release of John Archer to the Minister, Elders and Deacons of the Reformed Protestant Dutch Church in the City of New York, dated July 4, 1733, copy of which appears in Appendix D, p. 158).

[10] Westchester County Deeds, *Liber* A, p. 120, at County Clerk's office, White Plains, N.Y.; Bolton. *Op. cit.*, p. 516.

[11] *Ibid.*

[12] See Appendix G, p. 171.

# XI

## THE PASSING OF THE MANOR

THE founder of the Manor of Fordham had not been dead more than a few months when neighboring landowners again commenced trespassing upon the manor lands, seizing desirable acreage under a spurious claim of ownership. Many of these offenders were residents of the Town of Westchester and they found encouragement for their action in a claim made by the trustees of the town to Fordham property on the west side of the Bronx River.[1] In support of their claim, the town's representa-

[1] The town based its claim to land in the Manor of Fordham upon two grounds, namely, the alleged purchase of the property from the Indians in 1654 by Thomas Pell (see pp. 4-5, note 14) and by virtue of a patent granted certain inhabitants of the town on February 15, 1667, by Governor Richard Nicolls. The western boundary of Pell's purchase has been shown elsewhere herein to have extended only as far as the Hutchinson River (see note 8, pp. 44-45), although the Pell family claimed up to that of the Bronx. A statement to the latter effect appears in a memorandum addressed to Samuel Winder, attorney for Dominie Selyns, under date of November 16, 1688, by Nicholas Bayard, attorney for the Dutch Church, in which he refers to a conversation he had with Mr. Justice John Pell, who said "that [the] Westchester pattent was grounded on his uncles Purchase from the indians; and that he was ready to declare [by affidavit] that said purchase was not to pass beyond Broncx River[,] which was "the utmost of the s$^{d}$ bounds" (Memorandum in Archives of the Collegiate Church in the City of New York). Furthermore, an examination of the patent fails to reveal any support therein for the town's claim. The latter document covers only "That tract of land together with the several parcels not otherwise by patent disposed of, which already have or hereafter shall be purchased or procured for or on behalf of ye said town[,] whether from the native Indian proprietors, or others, within the bounds hereinafter set forth and expressed (*viz.*), that is to say, ye western bounds of ye lands lying within ye limits of ye said town, beginning at the western part of the lands commonly called Bronck's land, near or adjoining the Harlem River, from whence they extend eastward to the west part of a certain neck of land, commonly called Ann-hook's neck [named after Anne Hutchinson] or Mr. Pell's purchase . . ." (Bolton. *History of Westchester County,* 3rd ed., vol. 2, pp. 287-288); Seymann. *Colonial Charters Patents and Grants to the Communities Comprising the City of New York* (New York: 1939), pp. 387-388). It will be observed that this patent relates to lands within specific bounds that had been purchased or

tives, on November 6, 1684, ordered Capt. Richard Ponton, Joseph Palmer, John Hunt, William Barnes and Roger Barton to visit "Spittin Debell" for the purpose of meeting "Phillip Wells,"surveyor, and have him run a line with reference to the tract of land in dispute. At the same time, it was agreed that the persons named were to act for and in behalf of the town which would "stand by

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were to be purchased by the town from the "native Indian proprietors or others." No such purchase appears to have been made by the town or any of its patentees, until May 27, 1692, when the town succeeded in buying land from the Indians within the limits of Nicoll's patent, but which land, the deed states, was situated on "the east side of Brunxe's River" (Bolton. *Op. cit.,* p. 291). As the land in the Manor of Fordham lay west of the Bronx River and had been purchased by John Archer from the Indian proprietors, September 28, 1669, it follows that the claim of the town to land in the manor was utterly devoid of merit. Moreover, Westchester was an unincorporated town at the time of the issuance of Nicoll's patent. The latter failed to change its status in this respect. Neither did it confer upon the town the right to sue or be sued. The patent ran to John Quinby, John Ferris, Nicholas Bayley, William Betts and Edward Waters, as "Patentees for & on y$^{e}$ behalfe of themselves & their Associates[,] ye ffreehold$^{rs}$ & Inhabitants of y$^{e}$ said Towne[,] their successo$^{rs}$ & Assignes" (Seymann. *Op. cit.,* p. 387). It was not until Governor Dongan gave the town its patent of January 6, 1686, that it was made a "body corporate & politique" and given the right to sue and defend in Law and Equity. This patent also provided that the "northerly North east & North west bounds of said towne of Westchester shall forever hereafter be Concluded & Ascertained by the southerly Line of the pattent of O'Neal & the south & west line of Thomas Pell" (Seymann. *Op. cit.,* pp. 389, 394).

As this book was about to go to press, a decision was rendered by Mr. Justice Hammer, sitting in Special Term, Part II, of the New York Supreme Court, Bronx County, in a case involving title to lands under tidal waters in The Bronx. A brief discussion of this decision is in point as it necessitated determining the western boundary of the old Town of Westchester based on Governor Nicoll's patent of January 15, 1667, to Quimby and others, and the confirmatory patents made by Governor Dongan on January 6, 1686, and Governor Fletcher on April 16, 1697.

After reviewing the above-mentioned patents and contentions of counsel, the learned Justice comes to the conclusion "that the ancient Town of Westchester ran to and was bounded on the west by the Harlem River" (*Matter of City of New York (Manida Street, Ryawa Avenue and East River, Hunt's Point Sewage Treatment Works, Bronx),* N. Y. Law Journal, August 17, 1949, p. 276, at p. 278). In doing so, he acknowledges disagreement with the finding of his former colleague, Mr. Justice McCook, in *Matter of City of New York (Bronx Terminal Market)* (127 Misc. 710), that the western boundary of this ancient town was the Bronx River (see note 27, p. 8). However, a careful examination of Mr. Justice Hammer's opinion (which is written at length) fails to disclose that certain pertinent facts were before him when he reached his decision. For example, nowhere does it appear that the attention of the court was directed to the judgment rendered in 1693 by the New York Supreme Court of Judicature in an

them In what they doe." To cover the expense, a "Town Rate" [assessment] was ordered, and three days later Edward Waters, Robert "Heustese" and Benjamin Collier were directed by the trustees to make the assessment, the taxpayer being given the privilege of paying it in "Indian Corne at two shillings per bushell or in money." [2]

The Manor of Fordham, it will be recalled, was devised by Cornelis Steenwÿck, the mortgagee, to the Congregation of the Nether Dutch Reformed Church, in New York City, for the maintenance of its ministers, with a restriction against the alienation of the property in any way contrary to the terms of the devise. Faithful to the wishes of her late husband, Margarieta Steenwÿck, on September 16, 1685, instructed the notary, William Bogardus, to convey in her name as executrix the "Manor or Domain of Fordham" in accordance with the terms of the will and for the purpose therein expressed.[3] The same day, the elders of the congregation, in a communication to the notary, "thankfully accepted" the legacy and suggested that Steenwÿck's widow, being the executrix of the will of the deceased and "the fittest person" for the purpose, should first clear the manor of certain claims made against it since her husband's death, promising to reimburse her for all costs incurred.[4] At the time, Margarieta was engaged in an occupation of a more pleasing nature, being in the midst of a second courtship which finally culminated in her marriage on October 20, 1686, to the minister of the Dutch Church, Henricus Selyns.[5] Thereafter, both she and her husband endeavored to dispose of the adverse claims to the manor lands, but without success. Matters continued to lie dormant until May 10, 1688, when the trustees of the Town

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Action of Ejectment brought by John White against the Trustees of the Town of Westchester. This judgment, it is believed, had an important bearing on the case before Mr. Justice Hammer, for not only was plaintiff successful, but the town's claim to land within the Manor of Fordham (based on the 1667 patent of Nicolls) was disallowed and Governor Lovelace's patent of 1671 to John Archer upheld (see pp. 116-117). Perhaps, if consideration was had of this additional evidence by the learned Justice, it might have been found to have been of sufficient persuasive force to have warranted a different conclusion from that announced in his decision.

[2] Records, Town of Westchester, Book 4, pp. 149-150, now *Liber* 53, pp. 149-150, Record of Deeds, Aug. 6, 1665-Oct. 17, 1696, Town of West chester, at Comptroller's office, New York, N.Y.

[3] *Ecclesiastical Records, State of New York* (1901), vol. 2, pp. 889-890 (hereinafter cited as *N.Y. Eccles. Rec.*).

[4] *Ibid.*, p. 890.

[5] Valentine. *Manual of the Corporation of the City of New York* (1862), p. 626.

of Westchester announced they had been informed that Nicholas Bayard, an attorney and one of the elders of the Dutch Church, was meeting with Justice Pell at Spuyten Duyvil and that a venire had been issued to summon a jury. Rampant suspicion clouding the minds of the trustees, they directed Capt. Richard Ponton, Edward Waters and Joseph Palmer to go to Spuyten Duyvil "Monday next" (May 14), for the purpose of ascertaining whether anything was being done that might "be prejudicial to the rights and privileges of [the] lands belonging to the Town of Westchester."[6] The appointees did as directed and, on May 15, 1688, reported they had conferred with Nicholas Bayard, and that he offered, upon behalf of his client, to submit the matter in dispute to the judgment of "seven good honest men." After due deliberation, the trustees ordered William Richardson, Edward Waters and Joseph Palmer to confer with Henricus Selyns and his wife "Margaret" the ensuing Monday, and offer "to enter into a bond of ffive hundred pounds, for and in behalf of the Town[,] to stand to the Award of Seven good honest men," according to the tender made by Nicholas Bayard.[7] The trustees, however, were not willing to take any chances about obtaining "Seven good honest men" to act as arbitrators. So, with an abundance of caution, they ordered Joseph Palmer in the meantime to "go to Long Island," where the above mentioned honest individuals presumably were to be found, "to Discours[e] men concerning the business and to bring a Report to the Trustees what men he shall think fittest to be Concerned as Arbitrators for and in behalf of the Town."[8] Thereafter, on May 19, 1688, the trustees, impressed with the report made by Palmer, again directed William Richardson, Edward Waters and the author of the report to confer with Nicholas Bayard at New York the following Monday relative to the proposition submitted by him at "Spiten Devill." Coupled with this direction were instructions that the men appointed were in "no way to yielde to Enter into bond with the said Henricus Selynes and Margaret his wife," except upon condition that the men appointed as arbitrators "shall end the difference in our Town or Elsewhere Adjacent in the County."[9] Imbued with the suspicion and distrust which seemed to characterize the trustees' re-

[6] Records, Town of Westchester, Book 5, p. 37, now *Liber* 54, p. 19, Minutes of Trustees, Town of Westchester, at Comptroller's office, New York.

[7] *Ibid.*, Book 5, p. 38, now *Liber* 54, p. 20.

[8] *Ibid.*

[9] *Ibid.*, Book 5, p. 39, now *Liber* 54, p. 21.

lations with others, the persons designated refrained from seeing Bayard and refused to enter into any bond unless they were first protected by the town from any personal liability in the premises. This resulted in the matter being reconsidered by the trustees May 25, 1688, at which time they obligated themselves and their successors, over their respective signatures, not to "Revoak or Disanull their accon [action]" to save harmless the persons authorized to enter into the bond.[10]

Thereupon, a conference with Bayard was held, but the conferees were unable to agree on the "Seven good honest men." The result was that officials of the Town of Westchester decided to take drastic steps to end the dispute. Acting upon behalf of the town, Richard Ponton and Edward Waters, by forcible entry, ejected Aert Pieterse Buys and Reyer Michelsen from the houses and farms which they occupied for many years, as tenants of the manor, and placed in possession thereof Roger and Elijah Barton, who forcibly detained the premises. The good people of the Church must have been shocked at such high-handed procedure. However, Bayard was not to be deterred by it. Mindful, perhaps, of the Biblical doctrine of an "eye for eye, tooth for tooth," he decided to follow that concept of justice and show Westchester that he, too, could play rough if occasion required. So, on July 16, 1688, with friends of the Dutch Church—including, among others, Nicholas Stuyvesant, Johannes Kip, Isaac Van Vleeck, Jacques Tourneur, Jacob Valentine, Hendrick Verveelen, Hendrick Kiersen, Ann Odell (wife of John Odell), Michiel Bastiaens and his wife, and sons Bastiaen and Reyer Michiels—he broke into the houses in the manor occupied by Elijah Barton and his father and ejected the occupants therefrom.[11] As a result the town authorities at Westchester issued a warrant, July 20, 1688, for the arrest of the persons participating in the affair.[12]

Nothwithstanding the action taken by Bayard and those associated with him in ousting the Bartons, the violation of manor property continued. This led to the elders and deacons of the congregation of the Dutch Church, with the knowledge and approval of its chief members, notifying Dominie Selyns and his wife, on October 30, 1688, of claims made by residents of Westchester to large tracts of land in the manor and in requesting that

[10] *Ibid.*, Book 5, p. 20, now *Liber* 54, p. 22.

[11] Memorandum for Samuel Winder from Nicholas Bayard dated November 18, 1688 (see note 14, p. 115); Riker. *Revised History of Harlem* (New York: 1904), note, pp. 275-276.

[12] Riker. *Op. cit.*, note, p. 276.

they undertake the manor's defense against these claimants, the costs to be paid by the Church. And, it further appearing that Roger Barton and Thomas Statham were in arrears in connection with bonds given by them at the time of their purchase of manor lands, the Dominie and his wife were authorized "to call in, demand, and receive" from these two debtors "all such obligations as are still in arrears and due, for lands bought in said Manor of Fordham, according to the bonds therefor, and to prosecute the same to the fullest extent." To insure the indemnification of the Selyns from all costs and expenses and to save them harmless in the premises, the elders and deacons, with certain influential members of the Reformed Low Dutch congregation in the City of New York, pledged as security for that purpose, "the Manor of Fordham and all that belongs thereto according to the patents and deeds," together "with the two bonds of Roger Barton and Thomas Steddum [Statham]." Coupled with the above was a suggestion that Nicholas Bayard, "present elder in the congregation," be associated with the Selyns and, for that purpose, he was given similar powers to those conferred upon the Dominie and his wife.[13]

Selyns was quick to take affirmative steps to comply with the request of the elders and deacons. He promptly retained Samuel Winder and William Nicolls, as his lawyers, with instructions to prosecute, in behalf of himself and wife, an Action of Ejectment against the freeholders and patentees of the Town of Westchester. Shortly thereafter, Winder left for Boston to file a declaration in the office of the Superior Court at that place and to obtain the necessary writs to be served in the action. Bayard approved of this procedure and, under date of November 18, 1688, addressed a memorandum to Winder as he was about to leave on his mis-

[13] *N.Y. Eccles. Rec.*, vol. 2, p. 960; Records of the Reformed Dutch Church, City of New York, from 1639-1700 (in English), *Liber* A, pp. 80-81, in archives of the Collegiate Church in the City of New York.

The request, authorization and engagement of the elders and deacons, has appended thereto the names of twenty-four persons who evidently signed the original document. Heading the list are: Stephanus Van Cortlandt, Pieter Jacobszen Marius, Boele Roelofszen, Jacob de Key, Johannes Van Brug, Brandt Schuyler and Peter de Reimer.

The manor lands mentioned were purchased from John Archer, with the written consent of the mortgagee, Cornelis Steenwÿck, November 20, 1678. Barton acquired 102 acres on the "great plaine" and Statham 103 acres on the "little plaine by the Bronx River." With each purchase was included a specified amount of salt and fresh meadow (see pp. 92-93). Obviously, neither Barton nor Statham paid for the land at the time of purchase, but, instead, each gave a bond to insure payment.

sion. In it he gave his version of the dispute, discussed the evidence and transmitted a copy of Lovelace's patent of the Manor of Fordham and other papers, with the request that the suit be pressed so that "a Tryäll for the Title of ye s[d] mannor may be had at the next superior court." Among the papers forwarded to Winder was a declaration against Roger Barton that had been prepared by Nicolls (one of Selyns' lawyers). It was accompanied by a request from Bayard that it be filed in the office of the Superior Court and a writ obtained requiring Barton to answer.[14]

Around this time the Church obtained a judgment for debt against Thomas Statham, one of the manor's tenants. Upon his promise to liquidate the indebtedness, execution was not issued against him. Later, evidently influenced by the claim of Westchester to the manor lands, "he refused to pay" the judgment and it became necessary to bring him again into court.[15]

In due course, the action brought by Selyns' attorneys against residents of Westchester came before the Supreme Court of Judicature in the Province of New York, where it appeared on the calendar of the court October 6, 1691, at which time the defendants (William Richardson, *et al.*) were ordered to plead by the following Wednesday. On October 13, 1691, trial was had before the court and a jury, [Andries] Marschalk (appearing as Marshall in the Court minutes) having been substituted in the meanwhile as plaintiff (presumably as the result of an order of the court based on a stipulation between the respective attorneys).

[14] Memorandum for Samuel Winder from Nicholas Bayard, dated November 18, 1688, in archives of the Collegiate Church in the City of New York. The declaration referred to above is an old common-law form of pleading in which the plaintiff sets forth his cause of complaint at length. In New York and many other states a civil practice act or code of civil procedure has been adopted by which the common-law system of pleading has been superseded by a modified form of practice. Under these enactments the "declaration" is abolished and the "complaint" now takes its place.

[15] Memorandum for Samuel Winder, *supra*. On October 8, 1691, Selyns' suit against Statham came before the Supreme Court of Judicature in the Province of New York, at which time plaintiff's attorney obtained a writ from the court known as *Scire facias*. This writ, no doubt, commanded the Sheriff to give notice to the defendant that he show cause why judgment should not be revived and execution had against him in the action. In this case the Sheriff seems to have promptly served the writ and to have made a return with proof of service; for two days later, namely, on October 10, 1691, plaintiff's attorney moved the court for judgment and the issuance of an execution against the defendant (Minutes of the Supreme Court of Judicature now (1949) being edited by Charles E. Baker, editor of The New-York Historical Society, preparatory to publication by the Society).

The jury found for the defendants and judgment was entered accordingly.[16]

The result of the trial incensed the members of the consistory who believed their pastor and his wife to be the victims of a gross miscarriage of justice. Consequently, the matter was discussed by them at length at their meeting of March 9, 1692, when a resolution was adopted the preamble of which set forth that the people of Westchester had taken the Church land first by force and later by a law suit with a jury and, as the case "was not well understood," an appeal had been taken to a higher court. Then followed the statement that the Church had expended about 1,200 pounds on the property and that it remained to be determined whether the above-mentioned appeal should be prosecuted on both the law and the facts or solely on questions of law; or, as an alternative, whether it would be advisable to bring the matter before the Governor of the Province and his Council and appeal, if necessary, to the King's Bench and Commissary in England "to reach the desired end." After considering "everything in the fear of the Lord, and believing in the righteousness of their cause," the consistory resolved "to bring up the case again *de novo*" and to entrust the whole business to Col. Bayard.[17]

Bayard now proceeded to take prompt action. Arrangements were made whereby John White, the recipient of a devise from Henricus Selyns and his wife, consented to serve as plaintiff in an Action of Ejectment against the Trustees of the Town of Westchester. In due course, such an action was commenced in the Supreme Court of Judicature. Thereafter, it formed the subject of discussion by the defendant trustees at their meeting of March 30, 1692, when it was decided that "William Richardson and William Barnes Shall go down to New York & Employ Attorneys for to plead for the town at the next Supreme Court of Judicature to be held in April next against Hendricus Selynes & Margreta his wife." Upon the matter coming before the court for trial, it was discovered that one of the jurors was absent, whereupon the attorneys for the respective parties elected to proceed without him. Plaintiff then presented in evidence Archer's patent from Governor Lovelace in 1671 and the defendant the one given by Nicolls to inhabitants of Westchester in 1667. These were followed by a demurrer by plaintiff to defendant's evidence, at which an adjournment was had until a later date. On April 7, 1693, the de-

[16] Minutes of the Supreme Court of Judicature, *supra.*
[17] *N. Y. Eccles. Rec.,* vol. 2, p. 1035.

murrer was argued before the court and judgment rendered in favor of plaintiff.[18]

Westchester was now completely on the defensive. It could either appeal or arrange a settlement with Selyns on the best terms obtainable. It chose the latter course at its trustees' meeting of July 23, 1693. There, it was "Voted & Agreed upon that Wm Barnes[,] John Hunt[,] Samuel Palmer[,] Joseph Palmer[,] John Ferris[,] Thomas Baxter[,] Richard Ponton[,] Edward Waters[,] Robert Hustis Jun$^{r}$[,] Josiah Hunt & Edward Collier[,] or any Seven of them[,] with as many of the Freeholders as will[,] go on the West Side of Bronkses River & Meet Hendricus Selynus or his Agents[,] and that the Said Trustees Shall See if they Can come to Composition with them upon Such tearmes as they Shall See Meet for & on behalf of the Town." [19] It appears, however, that those designated to meet with Selyns were slow in arriving at a settlement. When negotiations failed to get anywhere, the plaintiff's attorneys decided to expedite matters. In order to accomplish their purpose they obtained a writ of inquiry from the Supreme Court of Judicature, and, upon its return, succeeded in having judgment awarded against the town. This brought matters to a head and resulted in the execution and delivery of a quit claim deed by the trustees to Henricus Selyns and his wife, on October 23, 1693, of all the right, title and interest of the Town of Westchester, its freeholders and patentees, to any and all land in the Manor of Fordham. Signing and sealing this instrument upon behalf of the town, freeholders and patentees were seven trustees of the freeholders of Westchester, namely, William Barnes, Samuel Palmer, Thomas Baxter, John Ferris, Joseph Palmer, Edward Collier and Robert Huestis, Jr. While Brandt Schuyler, Johan Kipp, Theunis De Key, John Archer, Hendrick Hier and Roger Barton, subscribed their names as witnesses to the sealing and delivery of the deed.[20]

[18] Minutes of Trustees, Town of Westchester, March 9, 1686-June 17, 1702, *Liber* 54, old p. 36, new p. 38, at Comptroller's office, New York, N.Y.; *Collections,* New-York Historical Society (1912) pp. 41, 44.

[19] A "true copy" of the record of this meeting, taken from Book 5, p. 51, of the Trustees' minutes of the Town of Westchester, duly compared, examined and certified by Basil Bartow, Town Clerk, is on file in the archives of the Collegiate Church, in the City of New York.

[20] *Collections,* New-York Historical Society (1912) p. 50. The original deed executed by the trustees is in the archives of the Collegiate Church, *supra.* For copy see Appendix E, p. 163. An examination of this instrument reveals that the tract of land released is described as "Lying to the East of Broncks river." The most charitable explanation that occurs to the author for the insertion of "east" instead of "west" in the above description is that

Later, Samuel Palmer and Thomas Baxter, two of those executing the above deed, appear to have made a report of the transaction at a trustees' meeting. What they said has not been ascertained, but it must have been sufficient to prevent any further steps being taken at the time, the matter remaining quiescent until April 30, 1694. Then, at a meeting of the town's trustees, it was announced that a far different report had been received as to what occurred at Palmer's and Baxter's meeting with Selyns than that which had been made by them, namely, that these men obtained twenty-five pounds under an "agreement which the Town never hath an accompt [account] of." [21] A prompt investigation was ordered and John Palmer and Josiah Hunt were instructed to go "to New York forthwith & desire the Serch of the Dutch Church Books as [and?] also to bring a coppie thereof under the Deacons hands whereby shall the truth may be better known." [22] The report of these emissaries is not available, but, as later events disclose, it would seem that Samuel Palmer and Thomas Baxter, the two members under suspicion, apparently received and withheld from the board the consideration referred to in the October 23, 1693 deed to Dominie Selyns and his wife. While it is understandable how the trustees might have been misled as to the amount of consideration paid at the time of the passing of the deed, it is difficult, at this late day, to understand how they could be unacquainted with the instrument, as it bore the signatures of seven of their associates. Moreover, the sealing and delivery was witnessed by the same Roger Barton whom they installed on a farm in the manor after ejecting its former tenant. Shortly thereafter, he must have concluded that Fordham was no longer a desirable place in which to reside, for, on June 9, 1694, he and his wife Bridget sold their farm of 102 acres in the manor, near the Bronx River, to Roger Michelsen.[23]

Since a decision had been rendered in their favor in the White case, the consistory now requested Selyns and his wife to execute a conveyance to the Church of all their rights and interests in and to the manor. Their deed, dated January 1, 1695, covered all the

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the draughtsman was unacquainted with the area and had a confused sense of direction. There is no question but what "west" was intended; for the document clearly describes the bounds of the tract released as they are set forth in Dudley Lovelace's survey and Gov. Francis Lovelace's patent establishing the manor.

[21] Minutes of Trustees, Town of Westchester, *supra,* old p. 54, new p. 56.

[22] *Ibid.*

[23] Record of Deeds, Town of Westchester, Aug. 5, 1707-Apr. 11, 1720, *Liber* 56, p. 206, in Comptroller's office, New York.

lands, meadows, etc., in the manor, together with all the right, title and claim thereto of Cornelis Steenwÿck, deceased, and of the grantors, "through or by means of the late John Archer, the former owner of the said Manor of Fordham or by his son and heir, John Archer, Jr." It also provided that the property conveyed was to be used and kept forever by the Church for "the better support" of its ministers, and that the manor and its appurtenances were never to be "alienated or transferred" contrary to the tenor of Steenwÿck's testament.[24]

The consistory now proceeded to take the necessary steps to insure an income from the Fordham property. At a meeting held April 18, 1695, a resolution was adopted covering the renting of certain farms in the manor and the removal "by an impartial surveyor of all doubtful lines" therein. Pursuant to its terms, Col. Nicholas Bayard, Capt. John Kip, Brandt Schuyler, Jacobus Van Cortland, Theunis de Key and John De Peyster were authorized and empowered to proceed to Fordham and to rent "so many fields, lands, farms and meadows as may be required and to make contracts with any persons, for 8, 10, 12, or twenty years, but no longer—said contracts or conditions to be made as is judged best for the Low Dutch Church here—to be stated in suitable leases and put in the book of the above named Fordham." The balance of the resolution discloses a practical approach upon the part of the consistory in an attempt at reaching a settlement of boundary claims within the manor. To this end, the persons designated to enter into leases were also authorized to "set aside all the existing lines and make a new allotment in the presence of one or two impartial surveyors." [25]

A few weeks later the consistory decided that the best interests of the Church lay in being incorporated. Accordingly, a petition was addressed to Governor Benjamin Fletcher and his Council, June 19, 1695, requesting a charter in the name of "The Minister,

[24] *N.Y. Eccles. Rec.,* vol. 2, pp. 1109-1112. That part of the manor held by the Church consisted of approximately 3200 acres or five square miles and was somewhat in the form of a parallelogram. The land lay between the Harlem and Bronx Rivers and extended on the Harlem from what was then known as Kings Bridge to a place a little below where the present High Bridge now stands. On the Bronx it ran southward along the river from a point a little north of old Williams Bridge to what was then known as West Farms or Thomas Hunt's land. For a detailed survey of this area see map made for the consistory of the Church in 1717 by Peter Berrien (opposite p. 120).

[25] Records of the Reformed Dutch Church, City of New York, from 1639-1700 (in English), *Liber* A, p. 116, in the archives of the Collegiate Church in the City of New York.

Elders and Deacons of the Reformed Protestant Dutch Church of the City of New York." On May 11, 1696, a charter was granted in the corporate name requested, and by this instrument title to the Manor of Fordham was confirmed in the Church.[26] Thus came into being the first ecclesiastical charter in the Province of New York.

In 1701, Henricus Selyns died. His wife Margarieta survived him about ten years. At her death she left a will dated January 25, 1711.

At or about this time, a dispute existed between the Church and Yonkers over the boundary marking the division line separating the manor from the town. For the purpose of settling the matter amicably a conference was had between the representatives of Yonkers, John Stevenson, Joseph Budd and Joseph Hunt, and conferees appointed by the Church. The result was an agreement dated April 30, 1717, whereby the boundary line of the manor land was fixed as laid down in the 1684 survey of Philip Welles.[27]

Nothing further of importance seems to have occurred in connection with the manor until April 16, 1722, when the great consistory of the Church was informed by Dominie Gaulterus de Bois, the successor of Selyns, of a conversation he had that morning with "Janus Termeur" [James Tourneur?]. In it the Dominie reported Tourneur as stating that his son heard young Morris

[26] *N.Y. Eccles. Rec.*, vol. 2, pp. 1127-1128, 1136-1165; Bolton. *Op. cit.*, p. 512.

[27] The agreement is on file in the archives of the Collegiate Church in the City of New York. It reads:

"30th April 1717.

"Memorandum for Settling the Bounds between the Younkers Land & Mannor of ffordham[.] it is mutually agreed by the Dutch Church on ye one part[,] and John Stevenson[,] Joseph Budd & Joseph Hunt on ye part of ye Younkers[,] of the other part[,] that the Land of ye Heirs of John Archer shall be run out as it is laid down in Mr Wells his Draft. And his Meadowe as the bounds shall be proved to the Surveyors by possession or other ways. And that from Archers Stake at the path [Westchester] by the North end of the Boggy Swamp[,] a line Shall be run due East to Brunkes River which shall be the line between the Younkers & the Mannor of ffordham[,] and that the Younkers may from the said stake (if the[y] please) may Run a due West line to Harlem River for the better enabling them to settle the bounds of their Meadows[.]

"Witness our hands the date above said.

Nominie Synnedrii
H. J. Bois

Jno Stevenson
Joseph Budd
Joseph Hunt"

Jumpers
Addition to
Addition to
Addition to

Map of survey made by Peter Berrien June 13, 1717, of the main part of the Manor of Fordham

say that his father, Col. Morris, had taken a portion of the enclosure on the manor property under a claim of ownership of "a large piece of ground" in its most southerly part, and had asserted that, if the Church did not surrender this land willingly, he would question its right to the whole manor.[28] This surprising statement

[28] *N.Y. Eccles. Rec.* (1902), vol. 3, pp. 2189-2190. Not the slightest justification, legal or moral, has been found for this seizure of the land by Col. Morris. His alleged claim to the property seems entirely devoid of merit. The records disclose that Fordham came into existence prior to Morrisania. It will be recalled that Archer purchased his lands from the Indians on September 28, 1669 (see p. 60), and that on November 13, 1671, he received a royal patent therefor creating the Manor of Fordham (see p. 69); whereas Morrisania first came into being in 1670, when Richard Morris (father of the Col. Morris above) purchased the land embraced therein for himself and his brother Lewis. At that time, the latter, also known as Col. Lewis Morris, was a resident of the Island of Barbadoes. Two years after the above purchase Richard died and, in 1674, his brother Lewis succeeded to the proprietorship of Morrisania. On March 25, 1676, he obtained a patent for this Bronx land from Governor Edmund Andros, which, in part, provided: "Whereas, Col. Lewis Morris of the Island of Barbadoes, hath long enjoyed, and by patent stands possest of a certain plantation and tract of land, lying and being upon the maine, over against the town of Haerlem, commonly called *Bronck's land,* the same containing about five hundred acres, or two hundred and fifty morgen of land, besides the meadow thereto annexed or adjoining, cotted and bounded as in the original Dutch ground brief and patent of confirmation is set forth; and the said Col. Morris having made good improvement upon the said land, and there lying lands adjacent to him not included in any patent or grants, which land the said Col. Morris doth desire for further improvements, this said land and addition being bounded from his own house over against Haerlem, running up Haerlem river to Daniel Turner's [Tourneur's] land, and so along his said land northward to John Archer's line, and from thence stretching east to the land of John Richardson and Thomas Hunt, and thence along the Sound about southwest, through Bronck's kill, to the said Col. Morris his house, the additional land containing (according to the survey thereof) the quantity of fourteen hundred, and the whole, one thousand nine hundred and twenty acres."

Thereafter, on February 7, 1684/5, the same Col. Morris secured a quit claim deed for this land from the Indians. In this document the land mentioned is described as "being bounded on the north side with the land of John Archer, beginning at Crabb Island, and running east or thereabouts, until it comes to ye corner tree of Richardson and Hunt, and so down to ye southward according to ye marked line until it come to ye bound brook between ye said Colonel Morris and ye said Richardson and Hunt, and from thence along ye creek to ye Sound or East river, until you come to Daniel Turner's land, thats above mentioned, including the purchase of ye said Colonel Morris, that point of land called Nauasin, where formerly lived a Frenchman named Marcus Dossisway[.]"

While the patent and Indian deed above mentioned are specific concerning the northern boundary of Col. Morris' land (Morrisania) being John Archer's property, his conveyance from the Indians incorrectly describes this

received immediate consideration from the members present and it was resolved that the rights of the Church be maintained and the ruling consistory requested to act in the premises as it thought fit.[29] Thereafter, attempts were made to settle the dispute with Col. Morris amicably, but without result, the subject again coming before the consistory May 7, 1724. At that time Lewis Morris, Jr., appeared at his own request and stated "in the name of his Father" that, if the Church did not leave him in possession of the land which "he had cut off from the Manor of Fordham," he would oppose it in law and claim the whole manor.[30] Asked whether he had anything further to say, he replied in the negative and proceeded to leave the meeting upon being promised an answer by the consistory.[31] Encountering Philip Cortland, one of the elders, he requested that the fence "set by Col. Morris upon the piece of land" taken from Fordham be not removed. After his departure, the situation was carefully considered and a committee was appointed to confer with the lawyers of the Church for the purpose of maintaining its rights "to the end." [32]

On the following August 9th, this committee received authority to record such papers relating to the Manor of Fordham as it thought necessary.[33] This step was a preliminary move in the litigation that was to follow. On December 7, 1724, a bill was

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boundary as beginning at Crabb Island and, in so doing, overlaps Archer's patent of 1671 which places the southerly line of his manor as commencing at the first spring or fountain lying to the south of Crabb Island. According to the survey map of the Manor of Fordham made by Samuel Willis in 1756, this spring was situated nearly a quarter of a mile south of Crabb Island (see opp, p. 134). [A comparison of Willis' map with later maps embracing this area indicates this spring was located a little south of High Bridge. It may not be without significance to note that, in 1897, there existed a spring approximately 150 feet from the northwest corner of West 167th Street and Sedgwick Avenue, in The Bronx, which was about two blocks south of High Bridge (Smith. *Springs and Wells of Manhattan and The Bronx New York City at the End of the Nineteenth Century* (New York: 1938), p. 187).] In any event, as Archer's patent and Indian deed preceded those of Col. Morris, it follows that the latter instruments formed no basis for a successful claim of title to any part of the Manor of Fordham. Moreover, this was recognized by the then proprietor of Morrisania, for no such claim was ever made during his life time. In 1690 he died and, as he left no heirs, his nephew of like name succeeded to the proprietorship of Morrisania. It was this third Col. Lewis Morris who, much later, seized a part of John Archer's manor (Bolton. *Op. cit.*, pp. 458-462).

[29] *N.Y. Eccles. Rec.* (1902), vol. 3, pp. 2189-2190.

[30] *Ibid.*, p. 2217.

[31] *Ibid.*

[32] *Ibid.*

[33] *Ibid.*, p. 2221.

filed in the Court of Chancery by the Minister, Elders and Deacons of the Dutch Church, against Col. Lewis Morris, the Town or Borough of Westchester and two of its residents. Accompanying the bill was a petition for the examination of certain elderly witnesses so that their testimony might be perpetuated for use in proof of the title of the Church.[34] Among other things, the petition recited that the Church and their tenants in the manor have, for "some few years or months," met with "great disturbances from Lewis Morris, Esq., Chief Justice of the Province of New York, and the town or borough of Westchester, Daniel Turneur and Thomas Hunt of Westchester," all of whom "pretend title" to some part or parts of the manor; and that the said Morris not only caused the removal of the fences of the Church, but had entered upon and "taken possession of upwards of three hundred acres" of its best land, adjoining his Manor of Morrisania, and was proclaiming that if the petitioner did not "release to him" the land he had taken he would "lay claim" to the whole manor, "either in his own right or in the rights of the borough of Westchester." [35]

While knowledge of the reaction of Col. Morris to this litigation is not available, that of the Town of Westchester is of record. Fully aware that the town's claim to any part of the Manor of Fordham could not be sustained by competent proof, its trustees were most anxious to avoid being compelled to answer the complaint of the Church. With this purpose in mind, they held a meeting on February 14, 1724/5, at which they ordered Joseph Hunt and John Stevenson to proceed to New York and "Endeavor to Discharge y$^{e}$ Corporation from all Costs and Charges" in connection with the litigation "by such ways & means as they shall find most Beneficial for y$^{e}$ ffreeholders[.]" To this end they were authorized to enter into an agreement with the Church and to adopt whatever recommendations the town's lawyers might make to save it and its freeholders from further expense in the premises; and, if necessary, to have their lawyers disclaim and release to the Church, in the name of the trustees, any right, title or interest which former trustees of the "Borough of Westchester" had or now have "to any Land to y$^{e}$ Westward of Brunckes River[.]" Coupled with the above were instructions not to employ the services of any lawyer other than those already engaged and not to make any agreement to pay the latter any fee other than that

[34] Bolton. *Op. cit.*, pp. 512-513.

[35] *Ibid.* For location of part of manor taken by Col. Morris see 1756 survey map of Samuel Willis (opposite p. 134).

previously arranged. Then followed a promise by the trustees to compensate Hunt and Stevenson for their trouble and "reasonable expenses" and directions that they report at the next meeting the action taken by them pursuant to this order.[36]

Before the above-mentioned emissaries were able to fulfill their mission, a preliminary hearing was had in the Court of Chancery on February 19, 1724/5, at which time Governor Burnet, who presided, issued an interlocutory decree directing the Church to pay the quit rents that had theretofore been imposed upon the manor in "the sum of twenty bushels of good wheat annually," from the time they were last paid in that commodity.[37] The Church, acting on the belief that this payment had been released by its charter, had, in lieu thereof, been making a yearly payment of twelve shillings.[38] Consequently, careful consideration was given the Court's decree by the consistory and it was decided to comply therewith. As a result, a conference was had with His Majesty's Receiver by a committee from the Church, and an arrangement made whereby the price of wheat to be paid was fixed at three shillings and six pence per bushel.[39]

Meanwhile, Hunt and Stevenson had evidently been awaiting the outcome of the above-mentioned preliminary hearing before complying with the instructions of the town's trustees. When the matter was settled, they hastened to arrange a conference with the attorney for the Church. Later, a conference was had and, on April 3, 1725, they reported to the trustees of the town that they had met Samuel Bayard, agent of the consistory of the Dutch Church in New York, and that he submitted to them a release of land in the Manor of Fordham that had been given Dominie Selyns and his wife by predecessors of the present trustees. They reported further that they examined the document and found, so far as they could recall, that the bounds of the land mentioned

[36] Minutes of Trustees, Town of Westchester, Book 9, p. 169, now *Liber* 57, p. 169, Minutes of Trustees, Town of Westchester, March 12, 1710-July 5, 1730, at Comptroller's office, New York.

[37] *N.Y. Eccles. Rec.* (1902), vol 3, p. 2242. While the quit rent named in the patent called for twenty bushels of good peas to be paid annually, Lewin, in his report on the Government of New York, states that John Archer had a patent granted to him by Col. Lovelace "of a manor called ffordham ffor which he payeth £3 15*s* 1*d* p. ann." Governor Andros, replying to Lewin's report, on December 24, 1681, said: "Mr. Archer's and all other quitt rents have been from time to time accompted [accounted] to his Royall Highness, as p. sd. accots." (Bolton. *Op. cit.*, note, p. 505, citing N.Y. Colonial Documents, vol. 3, pp. 303-309.)

[38] *Ibid.*

[39] *Ibid.*

therein began at "Peperaniman" and ran "East South East to Brunxes River" and "from said peperaniman down Harlem River to a ffountain or Spring[,] thence by Daniel Tourneurs Land & Thomas Hunt Land to Brunxes River above"; moreover, that it was set forth in the release that the land mentioned therein was situated in the Manor of Fordham and lay "Eastward of Brunxes River." Upon completing their examination of the document, they concluded, Bayard would proceed no further, at which they left, promising to send him word of what action the trustees resolved to take in the matter.[40]

It is doubtful if the above report occasioned any surprise among a majority of the trustees, for they seemed to have been fully aware of the weakness of their position. If anything, it aggravated their anxiety to be discharged from the litigation brought against the town by the Dutch Church. This anxiety was probably predicated on knowledge that the Church was in a position to demand and recover damages from the town or its trustees for trespassing on its land, and the fear that it might claim land within the town east of the Bronx River. They therefore ordered Hunt and Stevenson to return at once to New York and to "make all ye Enquiry they Can" concerning the case then pending in Chancery between the trustees and the Church, and either to defend the suit or in their name "to Disclaime y$^{ir}$ Title as Trustees of Westchester" to the land within the Manor of Fordham. Coupled with these instructions was an agreement whereby the trustees bound themselves and their successors to compensate Hunt and Stevenson for their "Trouble & Expenses" and "to Ratifie & Conferme" whatever they did pursuant to this order.[41]

The foregoing instructions were duly followed and, on April 23, 1725, the trustees' representatives reported that they had visited New York and had made an agreement with the "Minister[,] Elders & Deacons" of the Dutch Church of that city in which they disclaimed title to the land lying on the "West Side of Bruncks River" within the Manor of Fordham, but that they brought back the disclaimer with them as they did not have the seal of the corporation to affix to the instrument.[42] Thereupon, the trustees directed the clerk to affix the seal of the town and Hunt and Stevenson to return with the disclaimer and to deliver it to the

[40] Minutes of Trustees, Town of Westchester, Book 9, pp. 171-173, now *Liber* 57, pp. 171-173, at Comptroller's office, New York, N.Y. For copy of deed see Appendix E, p. 163.

[41] *Ibid.*

[42] *Ibid.*, pp. 173-174.

consistory of the Dutch Church in exchange for a release from the Church to the Town of Westchester of the land lying on the east side of the "Bruncks River." [43]

The following week (April 30, 1725), the above emissaries reported to the trustees that they had gone to New York pursuant to directions and had "Disclaimed & Delivered" the same unto the Minister, Elders and Deacons of the Reformed Protestant Dutch Church of the City of New York and had obtained from them a release of land on the "East side of Bruncks River." [44]

Now that the Town of Westchester was out of the picture and no longer to be feared, the lawyers for the Church moved

[43] *Ibid.*

[44] *Ibid.*, p. 174. The following is a copy of the release to the town appearing in the trustees' minutes (pp. 176-177):

"Know all Men by these presents y$^{t}$ we ye Minister Elders & Deacons of ye Reformed protestant Dutch Church of ye Citty of New York for & in Consideration y$^{t}$ y$^{e}$ Mayor & Aldermen of ye Town & Borough of Westchester for & on behalf of y$^{m}$selves & y$^{e}$ ffreeholders and Comnalty of ye sd Towne & Borough have Disclaimed all or any Right title & Interest of in or to ye Mannor of ffordham w$^{th}$ its Heriditaments & Appurtenances on ye West Side of Bronckis River belonging unto us & Our Successors for Ever by an Instrument in Writing under ye Seal of y$^{ir}$ sd Corporacon bearing Date ye twenty third Day of Aprill in ye Eleventh Year of ye Reign of Our Soverign Lord George by ye Grace of God King of Great Brittain ffrance & Ireland Defender of ye ffaith etc & Have & Do by these presents for us & Our Successors forever Remise Release & for Ever Quitt Claim unto ye sd Mayor & Aldermen & Commonalty of ye sd Town & Borrough of West Chester & y$^{ir}$ Successors for Ever all ye Land and Meadow whatsoever on ye East Side of sd Bronkis River w$^{ch}$ wee or Our predecessors or any of us Ever Had held or Enjoyed as part or parcell of ye sd Mannor of ffordham or w$^{ch}$ Wee or Our predecessors att any time hereafter May Claim or Demand a Right to, so y$^{t}$ wee nor Our Successors any Right title Estate Interest use possession Reversion Claim or Demand to of or in ye premises or any part thereof att any Time hereafter Can any way Claim Challenge or Require but of & from all action of Right title Interest & Demand thereunto or any part thereof Wee & Our Successors for Ever be altogether Barred & precluded by these presents[.] In Witness Whereof Wee have Caused ye Seal of Our Corporation to be hereunto Affixed att ye City of New Yorke this Twenty Eighth Day of Aprill in ye Eleventh Year of his sd Majesties Reign Anno Domini 1725[.]

"Sealed & Delivered in ye presence of us (ye Words or w$^{ch}$ wee or Our Predecessors att any time hereafter may Claim or Demand a right to) being first Interlined

"David Jamison
Jos. Murray"

(Seal)

The Disclaimer given the Church by the town is on file in the archives of the Collegiate Church in the City of New York. For copy see Appendix C, p. 157.

with extreme caution and refrained from pressing unduly its suit against Col. Morris; for the latter was not only the Chief Justice of the Province of New York, but a most powerful and influential political figure of the day. All outward activity in the matter seems to have ceased until about December 13, 1726, when a report was received by the consistory that it was "deemed timely to seek, in the safest and most cautious way," to get possession of the manor land taken by Col. Morris.[45] Thereupon, a committee was appointed consisting of the elders, John Roosevelt and Christoffel Bancker; deacons, Matthew Clarkson and Gerard Beekman (as Overseers of the manor), and the Church master, Abraham Lynssen, for the purpose of consulting "with the advocate or advocates deemed best in such cases and to act in the best manner for the Church."[46] If anything was accomplished by this committee it does not appear of record. In all probability the consistory decided it was not the proper time to push the litigation, as Col. Morris had recently been appointed Captain General and Governor-in-Chief of the Province of New Jersey. Whatever the reason, further action appears to have been held in abeyance for nearly twenty years.

Meanwhile, on May 24, 1733, Abraham Van Wyck prepared a map for the consistory of a survey of forty acres of upland and certain meadow, that the Church was desirous of giving John Archer (grandson of the manor's founder) in fulfillment of Margarieta Steenwÿck's promise to his father in her deed of October 17, 1685, to lay out the same, but which she had failed to do during her lifetime. For the purpose of satisfying this neglected requirement, an agreement was reached between young Archer (heir of the grantee named in Margarieta's deed) and the Church, whereby the latter turned over to the former the land and meadow covered by Van Wyck's survey, and he, in turn, released all claims to the manor, save title to his house and "home lott thereunto belonging" and the forty acres of upland and meadow mentioned above.[47]

While awaiting renewal of proceedings against Col. Morris, the Church continued to lease lands in the manor. One of these leases was made with John Bartow on January 1, 1736, for a term of ten years. Under it he received the rental of "One House[,]

[45] *N.Y. Eccles. Rec.* (1902), vol. 4, p. 2677.

[46] *Ibid.*

[47] Agreement in archives of the Collegiate Church, in the City of New York. For copy see Appendix D, p. 158.

one Barn[,] one Garden[,] one Orchard[.] Two hundred acres of Arable Land[,] Two hundred acres of Pasture Land[,] Two hundred acres of Meadow Land[,] and Two hundred acres of Wood Land[,] with the appurtenances Scituate[,] Lyeing and being" in the Manor of Fordham, then in the "occupation of Gerardus Willson or his Assignees[.]" [48]

One of the many problems which the Church had to deal with at this time was the wasteful cutting of timber in the undivided portion of the manor. While desirous of preserving as much as possible of the woodland, the Church appreciated the necessity of supplying a sufficient amount for the tenants. To accomplish this was not an easy task. Finally, on May 24, 1743, the consistory succeeded in having a group of tenants agree in writing to the division of the woodland and the apportionment of a part thereof to each farm.[49]

Col. Morris died on May 21, 1746,[50] and, a few months later, the representatives of the Church came to the conclusion that "no time could be more propitious than the present" to dispose of the litigation involving the deceased. Evidently anticipating the latter's death, the consistory, two years previously, had ordered its treasurer, Abram Van Wyck, to have a map of the Manor of

[48] From copy in archives of the Collegiate Church in the City of New York.

[49] Agreement in archives of the Collegiate Church in New York City. The following is a copy thereof:

"Whereas the Consistory of the Dutch Church of the Citty of New York, for preserving the Timber of the Mannor of Fordham, Have Concluded to Divide and Ascertain a Certain Quantaty of wood Land for the particular use & benefitt of Every farm and the Possessions thereof, who will thereby be Encouraged to preserve the same, and be Carefull in preventing of all Manner of Wastes[.]

"And as there are Several Leases not being expired a Right for Cuting of wood & Timber in the Undivided Lands of the s$^{d}$ mannor[.]

"We do hereby Consent and agree to the Dividing of the Said wood Land, so as the Consistory Shall Judge most beneficial, and as Soon as the Division is made that Every one may know which Timber Lott is assigned to their farm, We promise not to cut or make use of any wood nor Timber than what Shall be within our own bounds & Limitts[.]

"Witness our hands at Fordham[,] May 24, 1743.

Machiel M Terneur
John Odell
Joshua Bishop
Abraha[m] Ilrvyn[?]
Jan Gerritse
John Vermilye
Sergeant Narcht
Fraderick Brown
Adriaen de Lasouche
Abraham Lent"

[50] Bolton. *Op. cit.*, p. 479.

Fordham made on parchment "at a cost of not more than five pounds." [51]

During this period there were actions at issue in the Supreme Court of Judicature in which the Church was involved. Among them were Actions of Ejectment that had been brought against some of the tenants in the manor by John Denn, on a devise from Jacob Morris, a blacksmith and a resident of Monmouth County, in the Province of New Jersey. It seems that this Morris alleged he was the grandson and heir at law of Jacob Morris, deceased, a former mariner in the City of New York, who was the half-brother, on his mother's side, of the late Cornelis Steenwÿck. While no merit appears to attach to this litigation, the Church was desirous of disposing of it, because of its nuisance value. So arrangements were made to settle these suits by the payment of the sum of "Fifty pounds[,] Current money of the Colony of New York[.]" This was done March 12, 1752, in exchange for a full release and quit claim deed from Jacob Morris.[52]

The Church was now prepared to take affirmative action but, before doing so, it was deemed best to approach Lewis Morris, Jr., the heir of Morrisania, to see whether a settlement could be reached. Negotiations to that end were entered into and it was soon found that it would be necessary for the Church to alienate a part of the fee of the manor before any settlement could be had. This, however, was forbidden by the restrictive devise of Steenwÿck. As the expenses of the manor were increasing, while its income was proving less remunerative than expected, the consistory was anxious to overcome this obstacle barring the road to settlement.

Accordingly, it was decided to petition the General Assembly for the purpose of obtaining the right to make such disposition of the land as the Church desired.[53] With this object in view, a committee was appointed to consider the matter. On August 17, 1753, it made its report, saying: "the Manor has already been held for 60 years and has proved a burden rather than a benefit," and it was believed Steenwÿck's purpose would be better fulfilled if the manor was sold because a further reduction in income therefrom was expected owing to "destruction of the wood and other troubles." [54] In due course, this report was referred to the great

[51] *N.Y. Eccles. Rec.* (1902), vol. 4, p. 2837.

[52] Deed in the archives of the Collegiate Church in the City of New York.

[53] *N.Y. Eccles. Rec.* (1905), vol. 5, pp. 3395-3396.

[54] *Ibid.*, p. 3407.

consistory of the Church where it was approved a day or two later.[55] Everything was now in readiness to bring the matter before the General Assembly. However, in order to do this it was necessary for a bill to be prepared and introduced in the Legislature for the relief sought. Moreover, the approval of the Governor and Council had to be obtained before such a private bill could be presented to the Assembly and this could only be had after an application had been made for that purpose and public notice given for four successive weeks of an intention to make such application. Therefore, the requisite notice was prepared and delivered to Joost Vredenburgh, of the Manor of Fordham, with instructions to post the same on the door of the Parish Church of Westchester for the required time.

Vredenburgh journeyed to Westchester and, on Saturday September 29, 1753, affixed the notice to the Church door as directed, where it remained until "after the fourth Sunday next following the day" it was posted. Thereafter, on November 21, 1753, a petition, accompanied by a copy of the above mentioned notice, with proof of publication thereof, was duly filed by Abraham Lott, Jr., upon behalf of the Church, with Lieutenant Governor "James De Lancy" and Council, for "leave to bring a bill" into the Assembly. Upon being read in Council, the petition was granted. Then followed the presentation of a bill to the General Assembly, where it met with favorable consideration. On December 12, 1753, it was enacted into law and became Chapter 950 of the Colonial Laws of that year. By this Act, the charter of the Church was amended to permit the sale of the "lands, tenaments and hereditaments" comprising the Manor of Fordham. The legislation, however, was not effective until approved by the King in England. Such approval was duly had February 25, 1755.[56]

[55] *Ibid.*, p. 3408.

[56] *Documentary History State of New York* (octavo ed.), vol. 3, pp. 952-953, 983; *N.Y. Eccles. Rec.*, vol. 5, pp. 3439-3440, 3447-3451; *Colonial Laws of New York*, vol. 3, p. 983; Bolton. *Op. cit.*, p. 515; Bill of Abraham Lott, Jr., in archives of the Collegiate Church in New York City. The notice affixed to the door of the Parish Church of Westchester read as follows:

"ADVERTISEMENT

"Public Notice is hereby given That the Minister, Elders and Deacons, of the Reformed Protestant Dutch Church in the City of New York, do intend to apply to the Governor, Council, and General Assembly of this Colony, for leave to bring in a Bill to enable them to sell and dispose of those Lands known by the name of the Manor of Fordham, in the County of Westchester, either all to-

Notice thereof was not received by the Church until after June 12th of that year, for, on that date, the consistory referred to its lack of knowledge on the subject and authorized a conference with Pieter de Lancey, who had expressed a desire to purchase the manor property.[57] Nothing came of this conference and, as "neighboring farmers" continued to encroach on the manor lands, the Church was constrained to institute suits against the trespassers.[58]

Upon being apprised of the King's approval of the above-mentioned Act, the consistory appointed a committee to prepare a list of the farms in the manor, together with the prices they ought to bring at a sale. Such a list was compiled and submitted September 25, 1755,[59] at which time it was decided that, if the farms could not be sold for the sums mentioned, the prices might be reduced twenty shillings per acre, but no more.[60]

Meanwhile, the consistory had ordered a list prepared of the tenants of the manor indebted to the Church. In due course, such a list, showing the sum due from each tenant, was compiled and submitted.[61]

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gether or in Parcels, as they shall Judge best, to and for the use and benefit of their said Church."

The above-mentioned Parish Church was the only established church under the Provincial Government. It was succeeded on the same site by St. Peter's Episcopal Church. John Archer, Jr., the son of the founder of the Manor of Fordham, was a vestryman of the Parish Church from January 12, 1702, to January 1718 (Early Minutes of Vestry Meetings of St. Peter's Church, typewritten copy at Westchester County Historical Society, White Plains, N.Y.). At that time the parish of the Church embraced the towns or precincts of Westchester, Eastchester, Yonkers, New Rochelle and Pelham, and Archer was elected from the precinct of Yonkers, which included Fordham.

[57] *N.Y. Eccles. Rec.* (1905), vol. 5, p. 3557.

[58] *Ibid.*, pp. 3710-3711.

[59] *Ibid.*, p. 3588.

[60] *Ibid.*

[61] The list is in the archives of the Collegiate Church, in the City of New York. In it the following persons are recorded with the amounts set opposite their names as being due as of May 1, 1755:

| | |
|---|---|
| The widow Orchard [Archer] | £ 8. |
| Johannes Vermilye | 11. |
| The widow Bruyn | 24. |
| Pieter Kierse | 81:17:6 |
| Joshua Bishop | 6. |
| The widow Odle [Odell] | 13. |
| John Gerritse | 22:10:0 |
| Benjamin Corsen | 2:10:0 |
| Hendrick Bruyn | 6:10:0 |
| Abraham Lent | 23. |

The following October, the Church entered into a seven year lease with John Montanye of a parcel of land in the manor, amounting to 310 acres.[62] This indenture has the earmarks of having been made in anticipation of litigation, as the consideration named therein was nominal and the agreement provided that upon payment by the lessor of "Ten shillings Current Lawful money of the Province of New York," the lease, and every part thereof, was to cease and be "utterly void."

Around this time, Elbert Haering was designated to survey the farms in the manor upon behalf of the Church. On November 10, 1755, he reported to the consistory certain complaints made by some of the tenants and that Adrian La Vordge had taken a lease under Lewis Morris. This move on the part of Morris aroused the members and they promptly resolved to eject the person taking the lease and to institute "an action at law" against the lessor.[63]

Evidently, La Vordge was not the only person holding manor property under a lease from Morris, for, during the following July, there came before the Supreme Court of Judicature in the City of New York, two Actions of Ejectment in which Lewis Morris was defendant and John Montanye plaintiff. In these suits, Montanye, by virtue of the devise he received from the Dutch Church on October 16, 1755, sought to recover the manor lands then wrongfully possessed by defendant's tenants, James Collard and Gerardus Wiltse. When the case involving Collard's alleged trespass and usurpation was reached, the court, on motion of plaintiff's attorney, William Nicolls, ordered that "there be a Tryal at Bar in this cause," and that "a View of the premises" be had,

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| | |
|---|---|
| Adrian Lafersie | 3:15:0 |
| Michel Odle | 29:18:0 |
| Frederick Bruyn | 8:10:0 |
| Hendrick Michielse | 4:10:0 |
| Jacob Lent | 15:10:0 |
| Peter Valentine | 7:16 |

[62] This lease bears the date of October 16, 1755, and a copy thereof is in the archives of the Collegiate Church in the City of New York. According to its terms the property leased was described as follows:

"All that Certain Piece or Parcel of Land,[,] Situate[,] Lying & Being In the Mannor of Fordham[,] In the County of Westchester[,] Beginning at the Spring or Fountain to the Southward of Crab Island[;] thence with a Due East Line along the Land of Daniel Terneur one hundred & forty Chain to Hunts Land[;] Thence North East till it Meets the Road Leading from M[r] De Lanceys Mill to Kings Bridge[;] Thence by a Staight[sic] Line to the said Spring at the first Station[,] Containing three hundred & Ten acres[.]"

[63] *N.Y. Eccles. Rec.* (1905), vol. 5, p. 3614.

with leave to each party to nominate a person to survey and show the same. Then followed a direction that the Coroner of Westchester County "return a pannel of the Jury on the first Tuesday of October next" and that "the Jurors be Ballotted the day following before one of the Judges of this Court." Directly afterwards, a like disposition was ordered in the other case against Morris.[64]

In due course, the Coroner returned a panel of forty-eight jurors. This panel then became the subject of careful scrutiny by plaintiff's attorneys. Such examination was not unusual, but rather a necessary requirement to insure a fair and impartial trial, for plaintiff, in this instance, was fully aware of the prominent part played by defendant in the political and social affairs of the day, and it was imperative that there be excluded from the jury any of his friends or acquaintances. Obtaining a copy of the list of prospective jurors, plaintiff's attorneys, for their own guidance, inserted opposite each name thereon a terse comment expressing their opinion of his qualifications.[65] Armed with this information, they attended at the balloting of the jurors before Justice John Chambers on October 6, 1756, and participated in the selection of eighteen for the trial.[66] On October 25th, following, Montanye's case came before the court, but defendant's attorney was not ready to proceed to trial and requested a postponement owing to the alleged absence of a material witness. His request was granted, the court ordering the "Tryal of this cause go off on payment of Costs." [67]

Earlier in the year, the Church entered into a contract to sell a part of the manor to Jacob Dyckman, Jr., but, for some reason not disclosed, the purchaser later sought to have it cancelled and a lease substituted in its place. The matter came before the consistory March 19, 1756, when an arrangement was made whereby young Dyckman was to have the property under a lease for a period of three years, providing his agreement for the purchase thereof remained in force.[68] Thereafter, at various times, other

[64] Minutes of Supreme Court of Judicature, vol. Apr. 1, 1756-Jan. 22, 1757, p. 296, in County Clerk's custody, Hall of Records, New York.

[65] List in archives of the Collegiate Church, in the City of New York.

[66] *Ibid.* The eighteen jurors were: Roger Park, Jonathan Fowler, Benjamin Kniffin, Henry Kniffin, Joseph Theal, Ebenezer Kniffin, Caleb Hyat, Hacaliah Theal, Joseph Merritt, Solomon Purdy, Abraham Hatfeild, Elisha Budd, Gilbert Bloomer, Jonathan Brown, Aaron Firman, William Dusenbury, Joseph Stedwell and Andrew Merritt.

[67] Minutes of Supreme Court of Judicature, *supra,* p. 313.

[68] *N.Y. Eccles. Rec.* (1905), vol. 5, p. 3650. Probably Dyckman was negotiating at the time to buy a forty acre plot in the manor held by John

farms within the manor were leased or sold. On February 2, 1758, the committee in charge of the property reported the sale to Isaac "Valentyn" [Valentine] of Farms 14 and 34, with woodlot No. 14 and a piece of swamp ground bearing a like number, for the sum of £934; also, the sale of Farm No. 11 to Pieter de Lancey, for £691/6/10.[69]

Because the disposal of manor land was not proceeding as expeditiously as desired, it was thought the situation would be improved if a new road was built on Farm No. 1, then in possession of "B[enjamin] Archer." Accordingly, it was proposed "to buy the land, or so much as would be required for the road." [70]

On March 15, 1759, the committee reported the sale of a farm to John Vermillie [Vermilyea] at five pounds, ten shillings per acre on the same terms as the farms sold Isaac Valentine.[71]

The constant sale of manor property was having its effect on Lewis Morris, Jr., who evidently feared that, if he did not move swiftly to obtain some of this land, it would be disposed of to his prejudice. It was not long, therefore, before an offer was forthcoming from him to purchase, for 6,000 pounds, a portion of the manor adjoining his property at Morrisania, amounting approximately to 1,200 acres. This offer was conditioned on a full warranty deed being given by the Church and a quit claim deed from the Governor of the Province. The proposal came before a meeting of the consistory on September 27, 1759, at which time it was accepted with the following provisos: (1) that the current year's rent for the farms within the property sought to be purchased would inure to the Church; (2) that the consideration to be given for the property would be paid in three equal annual installments of two thousand pounds each, commencing April 1, 1760; (3) that "an acre of ground with the Church standing thereon" be excepted from the sale and remain the property of the Church; (4) that the piece of land which had been sold by the Church to Pieter de Lancey be likewise excepted from the sale; (5) that the purchaser pay the quit-rent for half the manor from the time he obtained possession, give a quit-claim deed for the whole manor and agree to a discontinuance of the suits between his father and the Church, each party paying their "own costs." [72] These conditions were

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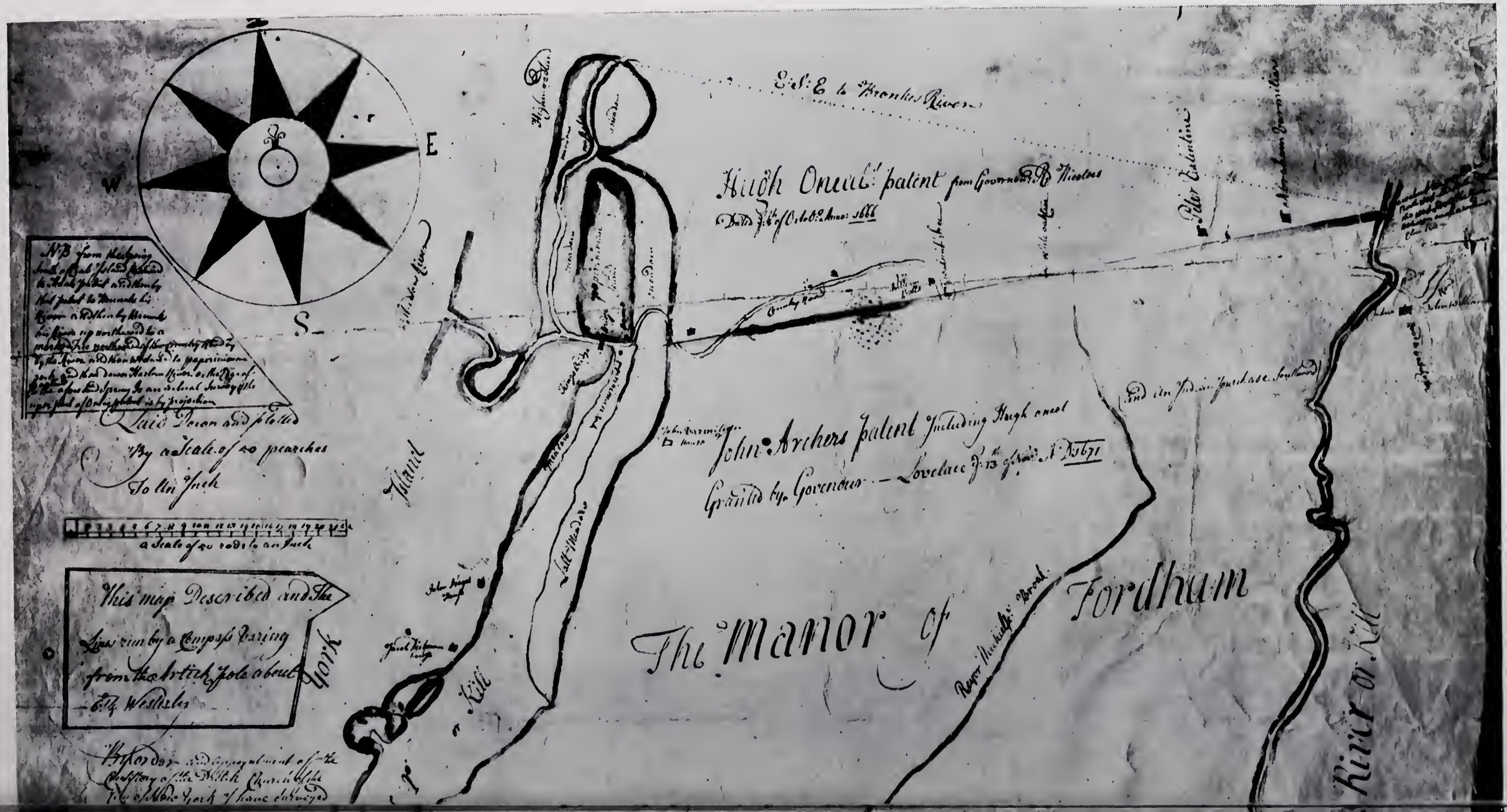
Archer, as he purchased such a plot from him on May 7, 1756, (Westchester County Deeds, *Liber* G, p. 674, at County Clerk's office, White Plains, N.Y.)

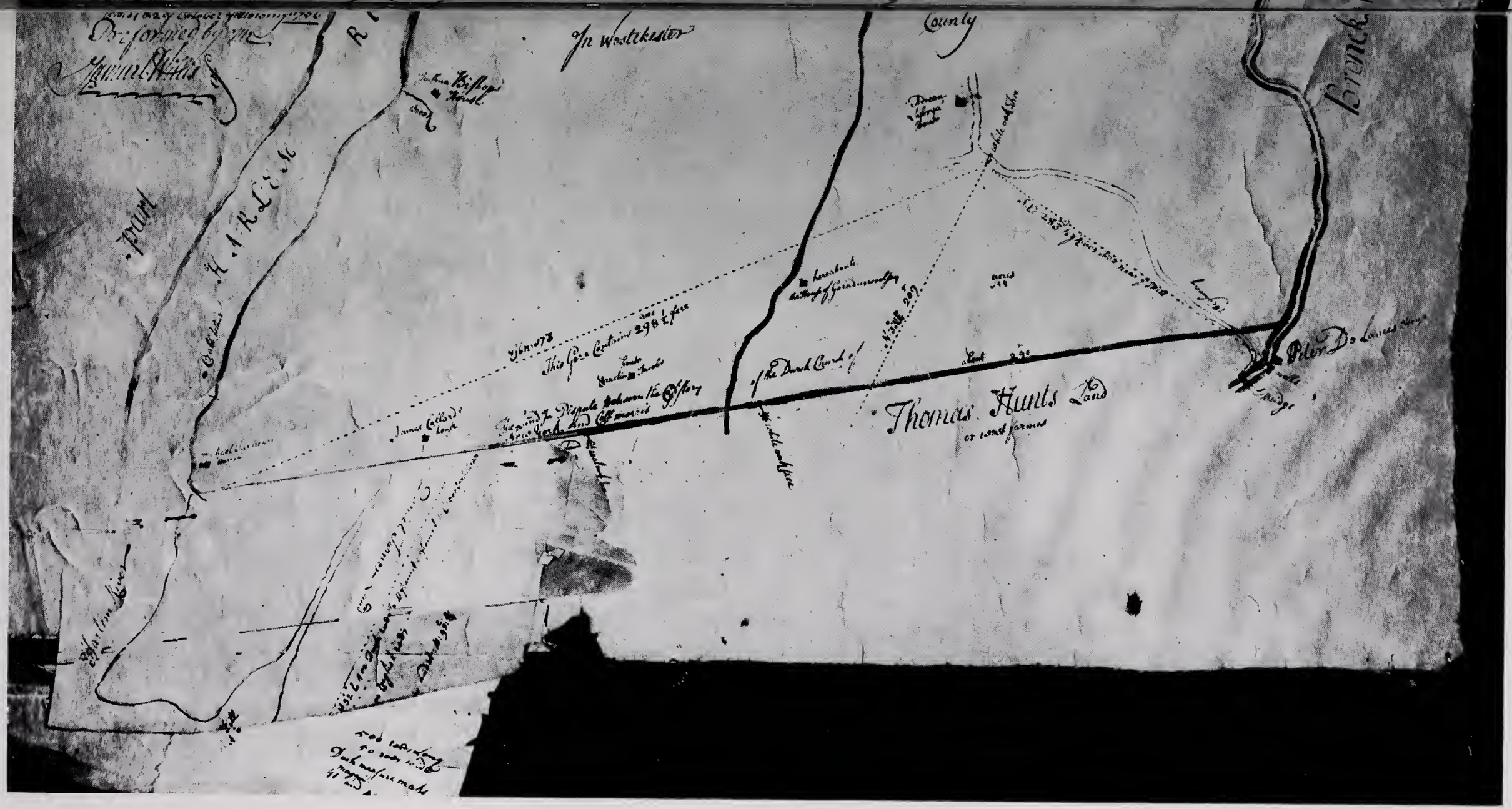
[69] *N.Y. Eccles. Rec.*, vol. 5, pp. 3711-3712.

[70] *Ibid.*, p. 3715.

[71] *Ibid.*, p. 3727.

[72] *Ibid.*, p. 3737.


N
E
W
S
E: S: E to Bronkes River
Hugh Oneal's patent from Governour R. Nicolls
Dated 16th of Octob. Anno: 1667
Peter Estienne
Marcham Garretsen
John Archers patent including Hugh oneal
Granted by Governour Lovelace 13th of Sept. Anno 1671
The Manor of Fordham
Island
York
Kill
Roger Mackellyes Broad
River or Kill
This map Described and the
Lines run by a Compass Varing
from the Brtish Pole about
6 deg Westerly




Map made by Samuel Willis in 1756 of his survey of main part of Manor of Fordham

acceptable to Morris, and the following day an agreement covering the matter was signed and sealed by the respective parties, each retaining "its own" copy until such time as a deed and other papers in proper form could be prepared and delivered.[73] Subsequently, a deed for "1200 acres of Morrisania adjoining or being part of the Manor of Fordham" was given the purchaser.[74] Thus, Lewis Morris, Jr.,[75] became the owner of a substantial part of the Manor of Fordham.

Shortly after the sale to Morris, John Vermilye, Jr., bought the "Vly" [marsh land] belonging to the farm he had previously purchased,[76] and, on March 13, 1760, Hendrick Michelse obtained the farm in the manor then under lease to him.[77] Thereafter, a compilation of the "farms and places" remaining unsold was made and, on February 2, 1761, it was presented to the consistory by Abram Van Wyck, overseer of the manor's revenues. There it received "serious consideration," resulting in a decision to sell the property "at public vendue" when the committee to be appointed for that purpose should judge best.[78] Later, on March 25, 1761, a public auction of the unsold portion of the manor was had at which time the following parcels were sold:[79]

(a) The farm (known as No. 1) "in the possession of Mr. John Archer[80] to John Vermille [Vermilyea], for £8. per acre, the wood lot excepted."

[73] *Ibid.*, p. 3738.

[74] This deed was never recorded, but was in the possession of Gouveneur Morris, a son of Lewis Morris, Jr., by his second wife, Sarah Gouveneur, and is recited in printed abstracts prepared by the Morris Estate in the possession of the Title Guarantee and Trust Company of New York.

[75] Lewis Morris, Jr., under his father's will, became Lord of the Manor of Morrisania. He was also Judge of the High Court of Admiralty and one of the Judges of the Court of Oyer and Terminer in New York (Bolton. *Op. cit.*, p. 481).

[76] *N.Y. Eccles. Rec.* (1905), vol. 5, p. 3747.

[77] *Ibid.*, p. 3749.

[78] *Ibid.*, (1905), vol. 6, p. 3803.

[79] *Ibid.*, p. 3804.

[80] The John Archer mentioned was the great grandson of the founder of the Manor of Fordham. His father is believed to have been Benjamin Archer, the son of John Archer, Jr., whose death occurred between the years 1718-1726. The latter was the second lord of the manor and the son-in-law of Cornelis Steenwÿck. Notwithstanding he was dead at the time, he appears to be the John "Orchard" referred to in the minutes of the consistory meeting of the Dutch Church held May 28, 1733. On that occasion approval was had to laying out in the manor "forty acres, according to the map and accompanying explanation made by Abrm Van Wyck," for the purpose of giving a deed therefor to "John Orchard," in order "to satisfy his claim, founded

(b) The farm (known as No. 13) "in the possession of Michiel Odel to Michiel Odel, for £6:10 per acre." [Shortly thereafter, this was "transferred to Walter Briggs of Westchester for £100."]

(c) The farm (known as No. D) "partly in the possession of Valentyne," lying to the south of Jacob Lent's land as far as de Lancey's mill, was sold "for £4:10 per acre to Pieter de Lancey."

(d) The lot adjoining Farm No. 1, "known as the wood lot," was sold to "Jacob Valentyn, for £10:5 per acre."

(e) Two valley lots, one "on [farm] No. 7," the other known as "the church lot," were sold to "Joshua Bishop for £22 per lot."

(f) Two valley lots, known as "No. 4, and No. 2," were sold to "Joshua Bishop, for £17:5 per lot."

(g) Two valley lots, known as "No. 5 and No. 1," were sold to "Donald Morrison, for £17 per lot."

(h) Two valley lots, known as "No. 13 and No. 9," were sold to "Hendrick Brown, for £14:5 per lot."

(i) Two valley lots, known as "No. 8 and No. 12," were sold to "Donald Morrison, for £17:15 per lot."

(j) Two valley lots, known as "No. 10 and No. 3," were sold to "John Vermillie, for £10 per lot."

All the unsold farms in the manor were not disposed of at the auction, as some of them were occupied under leases which did not expire until two or three years later.[81] In the summer of 1764 two additional sales occurred: Farm No. 10 was sold to Theophilus Hunt for £938:17:8¼, and another parcel to Benjamin Corson for £157:7:4½.[82]

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upon a written promise of Steenwÿck, to give him, as son-in-law, a home-lot in the Manor of Fordham" (*N.Y. Eccles. Rec.* (1902), vol. 4, pp. 2624-2625). With this authorization was coupled the condition that "Orchard," upon receiving the deed, "give a receipt in full to the Consistory" and, "in order to conceal all claim upon the Manor, every written obligation" be likewise delivered. Thereafter, on or about July 18, 1733, there was delivered to the consistory a writing purporting to be signed and sealed by John "Orchard," stating that his claim for a forty acre home-lot in the manor had been satisfied and that he "renounced forever any further right" therein (*N.Y. Eccles. Rec.* (1902), vol. 4, p. 2627).

The author's research reveals that this "Orchard" was John Archer, the son and heir of John Archer, Jr., and the grandson of the manor's founder (see Appendix F, p. 167). This Archer occupied the land for twenty-three years, finally disposing of it by sale to Jacob Dyckman, May 7, 1756 (Westchester County Deeds, *Liber* G, p. 674).

[81] *N.Y. Eccles. Rec.* (1905), vol. 6, pp. 3805, 3869-3870.

[82] *Ibid.*, p. 3941.

Seemingly, these 1764 transactions covered the last remaining parcels held by the Church.[83] If any later sales occurred, they failed to be recorded. It is believed there were none, as the minutes of a consistory meeting of November 9, 1767, disclose that some time prior thereto all its manor land had been sold.[84] Thus, it appears, the Church was engaged from 1756 to 1764 inclusive, a period of nine years, in disposing of the property. Its sale set an all time record in realty transactions in The Bronx, for, with the exeception of John Archer's purchase of the manor from the Indians, it was the largest recorded sale of real estate that ever took place in that county. In all, there were approximately 3,200 acres or five square miles in the plot sold.[85] Its alienation marked the final step in the dissolution of the domain that was Archer's. And so, the Manor of Fordham passed out of existence.

[83] The author is aware that Bolton lists the following purchases of manor land:

Charles Doughty, 230 acres; Jan Vanholst, 138 acres; Daniel Sicord, 108 acres and "Joseph and Bishop," 105 acres (*Op. cit.*, p. 515). No authority is given for these alleged sales. While some probably occurred, it is believed they were secondary transactions, that is, sales made by purchasers from the Church, as distinguished from those made directly by that corporation. The "Joseph and Bishop" referred to by the historian seems incorrect and, no doubt, is intended for Joshua Bishop, as he was a buyer at the sale conducted by the Church.

[84] *N.Y. Eccles. Rec.* (1905), vol. 6, p. 4106.

[85] *Early Days of the Island of Manhattan and its Environs, 1626-1776,* p. 51. Title Guarantee and Trust Company (1927). In the publication cited herein the manor land sold by the Church is said to have totaled 3332 acres, whereas in the certificate appended to Peter Berrien's map of 1717 covering his survey of that part of the manor owned by the Church, the statement is made that it comprised 3,200 acres.

# XII

## IN RETROSPECT

THE preceding chapters show the founder of the Manor of Fordham to have been endowed with the spirit and vision of the true pioneer. While he was involved in much litigation, most of it was forced upon him in defense of his rights or in the performance of his duties. Although almost invariably successful in such matters, he was more than once called upon to combat unscrupulous and dangerous opponents. Displaying a willingness to submit to arbitration disputed claims involving the payment of money, he was most zealous in contesting adverse claims to his lands; for, when they were at issue, he was not content until he had exhausted all his legal remedies in their defense. If shown to be in error on a question of fact, he did not hesitate to acknowledge his mistake even if it meant losing the litigation in which he was engaged. Willing to assume authority in the performance of his duty, he was quick to relinquish that authority when he deemed it necessary in the public interest.

Shrewd in his transactions, he had an unbounded faith in the future of his adopted country, and he was willing to back that faith to the limit of his resources; so much so that he became the first real estate developer and operator on a large scale under the English in the Province of New York. In this he was far ahead of his time, for what he did then is now a matter of common practice. Unfortunately, however, he neglected to take into consideration the personal element in his plans and became overextended in his purchase of land, with the result that his sudden death brought to a close not only a most courageous and useful career, but the enterprise upon which he was engaged—the development of his manor.

As it took courage in those days to venture forth on a long sea voyage in a frail ship to a land then mostly wilderness, the reader may well ask what prompted this enterprising pioneer from Holland to leave his native land and migrate to America? A correct answer to this question would pierce the darkness that

surrounds the early years of the manor's founder. Although the information is meager, an attempt will be made to throw as much light on this period of his career as the known facts warrant.

It will be recalled that the marriage register of the Old Dutch Church at New Amsterdam contains a reference to Archer's marriage in 1659, with the notation that he came from Amsterdam, whereas court records of the same settlement refer to him as being from Nieuwhof, Holland. While these statements appear to be conflicting, they nevertheless may be reconciled. Admitting that it is extremely difficult, at this late day, to fathom the reason for the marriage record designating Amsterdam as the place from which Archer came to this country, there is reason to believe its insertion was for the purpose of indicating the city from which the bridegroom sailed for America—not his birth place or former residential abode in Holland. In interpreting this entry, the circumstances under which it was made should, so far as is known, be considered. The occasion was a wedding and its author was the minister of the Dutch Church. Under the circumstances, it is extremely doubtful if Archer ever saw the record or, if so, whether he gave much thought to it or to any question the dominie might have asked other than those interrogatories called for by the ceremony. In all probability the entry was made from notes some days after the marriage and was either based on a misunderstanding or founded in part on assumptions or mere hearsay. That this is not an unreasonable deduction is evidenced by the strange transformation the names of the principals were subjected to by the dominie, and the fact that he did not hesitate to act on his own initiative in appending the alias *"nouveau riche"* to the name of the bridegroom. Consequently, it may not be successfully disputed that it was the dominie and he alone who was responsible for the existence of these matters in the register. This being so, what reason exists for charging Archer with anything else appearing therein? The answer is—none. The court records of New Amsterdam, in cases in which Archer participated, show he came from Nieuwhof, Holland, and these should be given credence. Moreover, this evidence is strengthened by support from another source.

Heretofore, it has been shown that Archer purchased part of the land embraced in his manor from Elias Doughty, brother of Mary, the widow of Adrian Van der Donck. This Van der Donck was a lawyer and the owner of much land at Colen Donck [Donck's Colony], of which he was the Patroon. He was known as the Jonge Heer, from which we get the name Yonkers for a part of

his holdings. In 1652 he returned to Holland from America for the purpose of obtaining redress against the West India Company concerning certain grievances.[1] While there he caused to be published his celebrated description of New Netherland, the copyright of which is dated May 15, 1653.[2] This publication was in great demand among the Dutch. Evert Nieuwenhof, a bookseller in Amsterdam,[3] printed a second edition of it in 1656. Thus, it is not improbable that Archer was familiar with this work as he left Holland for America about this time, and that the publisher of the book, as his name indicates, was a man from his home town.[4] Moreover, his initial purchase of Fordham acreage consisted of a part of Van der Donck's property at Spuyten Duyvil.

While the above may not be devoid of significance, so far as Archer's presence in Westchester is concerned, there is no intention to imply that Van der Donck's book was the sole motivating cause for his coming to this country. Contemporary records disclose he signed his name in New Netherland days, and for a few years thereafter, as Jan Arcer, and later, under the English, as John Archer; also, that he was familiar with both the Dutch and English languages. While these facts appear illuminative, they still leave his nationality in doubt. In an endeavor to arrive at a reasoned conclusion on this subject, it may not be amiss to note that towards the end of the sixteenth century constant emigration flowed from England to Holland; so much so that "the big Dutch cities were thronged with English people."[5] Many families left Holland during the first part of the seventeenth century and went to Virginia. A large proportion of these were English, called Brownists, who differed from King James of England on questions of religion and consequently were not permitted to remain

[1] Bolton. *History of Westchester County,* 3rd ed., vol. 2, pp. 581-582.

[2] The Dutch title of this book is: *Beschyvinge van Nieuw Nederland.* A translation of the book in English by Hon. Jeremiah Johnson, appears in vol. 1, series 2, pp. 125 ff., *Collections,* New-York Historical Society.

[3] See *Collections,* New-York Historical Society, *supra.*

[4] Around this time surnames were coming into general use in Holland. For many years prior thereto, a son was known by his baptismal name, to which a patronymic was added. For example, if a son was named Evert and his father Lubbert, the son would be known as Evert Lubbertsen, meaning Evert, son of Lubbert. So, when it came to adopting a family name, many persons took these patronymics or the name of the town in which they resided. It seems quite obvious that Evert, the bookseller of Amsterdam, must have acquired the name of Nieuwenhof through this latter process.

[5] Plooij and Harris, editors. *Leyden Documents relating to The Pilgrim Fathers* (Leyden: 1920), p. 5.

in their native country.[6] Some of these had relatives in the new world and among them were members of the Archer family.

The relationship between the Archers of England and Holland with those in America may be illustrated by the case of Henry Archer, of Ipswich, Massachusetts, who, in 1650, witnessed a bond given in favor of his brother, Francis, of Rotterdam.[7] These two were brothers of John Archer, who died in America, and whose nuncupative will of April 17, 1639, was probated in London, March 3, 1648/9.[8] In this will the testator refers to Henry as "my brother in New England," and to Francis by name. A third brother, Theophilus, is designated as a scholar residing in Rotterdam. Mention is also made of the testator's widow and a male child, then a minor, to whom was bequeathed a legacy of 1,000 pounds upon his attaining the age of twenty-one.[9] Administration of the estate of the deceased "in parts beyond the seas" was granted his widow,[10] Susan, the daughter of Matthew Rutton, Gentleman, of Trinity, Minories, London, England. Her marriage to John Archer occurred in London on or about December 29, 1626, the date of their marriage license.[11] A diligent search reveals only one John Archer sailing for America from England between the years 1627 and 1639. He was a passenger on the *Merchant's Hope,* which left Gravesend in July 1635, bound for Virginia. The published particulars give his residence as London and his age as 21.[12] While the residence listed is the same as that of Susan Rutton's husband, the age is not. Perhaps an error occurred in copying the numerals from the original record. The figures 27 and 31 might readily be mistaken for 21 in such an ancient document. This is not an implausible theory, as errors of this kind are not uncommon and other evidence leads to the conclusion that the passenger mentioned was the John Archer who married Susan Rutton in the winter of 1626. Proceeding on this theory, it is obvious that their son must have been born between the years 1627 and 1635. While his name is not disclosed in the will of the deceased, it seems that the custom then prevailing was to name the first male child after his father. Doubtlessly, such a practice was

[6] *Documentary History State of N.Y.* (octavo ed.), vol. 4, p. 84.

[7] *New England Historical and Genealogical Register* (1910), vol. 64, pp. 347-8.

[8] *Ibid.;* Sherwood. *American Colonists in English Records* (London: 1933), 2nd series, p. 110.

[9] *New England Historical and Genealogical Register, supra.*

[10] *Ibid.*

[11] *Harleian Society,* vol. 26, p. 182.

[12] See Appendix A, p. 147.

followed in this instance. Moreover, the probabilities are that, after the death of his father, the son would be sent to his uncles at Rotterdam, if he was not already there, as one of them was a scholar and that country afforded a liberal education and religious freedom. Should this speculation be carried a step further, the suggestion would be made that, upon attaining the age of twenty-one, this son would be inclined to visit the scene of his father's death in America and the place where his Uncle Henry was established. There was an impelling reason for such action, for the deceased left an estate "beyond the seas," and the son's legacy, which provided him with the means to travel, was payable then. Should he have sailed at this time, his emigration must have occurred about the year 1656, since he was an infant when his father embarked in 1635. Thus, he would have undertaken his voyage the same year in which John Archer of Fordham seems to have left Holland for America. While this may appear to be no more than a tenuous thread of coincidence that connects these Archers, other facts and circumstances exist which weave it into a web of strong probabilities and implications.

Examining this evidence, we find the voyager on the *Merchant's Hope* was bound for Virginia. At that time there were tobacco plantations bearing the name of this ship in that colony. These plantations were in Charles City County and lay between Jamestown and the present City of Richmond. They bordered the east bank of the James River and extended on the north to the stream then called the Charles, but now known as the York River.[13] In 1639, inspectors were appointed for the "careful viewing of each Man's crop of Tobacco" at these and other plantations.[14] From these facts it may be inferred that this Archer was interested in tobacco. Moreover, as he apparently came to his death here, it probably constituted the major portion of his estate "beyond the seas."

It will be recalled that the founder of Fordham testified in 1658 before the New Amsterdam court that he had been a party to litigation involving tobacco in the Virginias. While he failed to designate the town or city in which the litigation occurred, and as Virginia then consisted of a broad expanse of territory,[15] it

[13] Fiske. *Old Virginia and Her Neighbors* (Boston: 1900), vol. 1, p. 211.

[14] *Virginia Magazine of History,* vol. 5, pp. 119-120.

[15] This territory was granted to Sir Walter Raleigh in 1584 by Elizabeth, for whom it was named. Its most northern boundary extended along the upper coast of Maine through Nova Scotia; while its southern limits,

would be extremely difficult to locate his presence anywhere in this region were it not for the clue we find in the subject of his lawsuit—tobacco. With this clue, it does not take much imagination to place him in the tobacco country—the James River area near Jamestown. As a result, we find him not only in the same locality to which John Archer, of London, immigrated, but engaged in a like business to that in which he was interested. If we examine the records further we discover that this London Archer had a brother, Henry, who resided at Ipswich, Massachusetts, and that it was from there Thomas Newman, the grandfather of the wife of the proprietor of Fordham, came to Stamford, Connecticut, and later to Oost-dorp, New Netherland. The age of the son of this Archer appears to correspond with that of the founder of Fordham. Thus is spun the web of circumstantial evidence involving the identity of these Archers.

But, who was this John Archer of London? Was he John, the brother of Capt. Gabriel Archer, who, in 1620 inherited the latter's interest in the Virginia Company of London?[16] The implications seem to point in this direction. Unfortunately, many of the early records of New York and Virginia have been lost or destroyed and may not be resorted to for the purpose of throwing light on these conjectures.

The question now arises as to how the use of the name "Arcer" or "Arcet" may be reconciled with a claim of English parentage for the founder of the Manor of Fordham. In reply, it may be pointed out that "Arcer" is not a Dutch name—neither is "Arcet" nor Archer. Therefore, these names must have had their origin elsewhere. That elsewhere, it is submitted, was England. The most plausible explanation occurring to the author for their use is that both "Arcer" and "Arcet" are a careless spelling or corruption in Dutch for Archer or Archert. Such a result might be attained by a child of English parentage, born or reared and educated in Holland near the German border, intermingling Dutch and German characters in an attempt at writing his name phonetically in the Dutch language. If this course was followed, the youth, upon arriving in New Netherland, would be apt to continue

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according to Raleigh's grant, ran through Florida (Andrews. *Virginia, The Old Dominion* (Garden City: 1937), p. 16; Sams. *The Conquest of Virginia, The Third Attempt 1610-1624* (New York: 1939), p. 237). In 1606, King James the First gave permission to the English colonists to settle in this region between the parallels 34 and 45, without prejudice to any English claim above or below those parallels.

[16] See Appendix A, p. 147.

this practice, for, in those days, more than one Englishman found its advantageous to adopt the Dutch equivalent of their names while under Dutch rule. This, however, is merely conjecture. As such, it has no probative value.

Nevertheless, it may be said that while nothing definite has been established concerning the parentage of the Fordham pioneer, there exists the presumption arising from the fact that he came from Holland and the web of circumstantial evidence heretofore discussed. But these facts alone are not sufficient to foreclose any doubt on the subject. Consequently, in the absence of more convincing proof, the forbears of the first lord of the Manor of Fordham must remain in the realm of speculation. Perhaps some abler writer, in examining the records of the time, will find the "Rosetta stone" that will unlock this secret of the past.

# APPENDICES

## APPENDIX A

# EARLY ARRIVALS IN AMERICA OF THE ARCHERS

At least three distinct Archer families were found in America during the seventeenth century. They were in Virginia, Massachusetts and New York, respectively. Certain historians and genealogists would make it appear that all these families descended from Fulbert L'Archer and his wife, Renée De La Grange, who came from France to England with William the Conqueror in the year 1066.[1] The proofs submitted in support of these claims, however, are far from satisfactory. True, certain circumstantial evidence exists in their support through the first names of the early arrivals in America being found in all the Archer families. This, however, is far from sufficient to establish the connection and, in the absence of further and more convincing proof, these claims should be placed in the category of assumptions or wishful thinking.

The family name of Archer, spelled at times Archere or Archard, is one of the oldest in America. It dates not only from the earliest English settlement in this country, but from the period of exploration, discovery and attempted colonization which preceded that settlement.

*The Virginia Archers.* The first to set foot on American soil were Arnold Archard, his wife, Joyce, and son, Thomas, all of whom sailed with John White on his fourth voyage, in an attempt by Sir Walter Raleigh to establish a colony in America. They arrived safely in Virginia in the year 1587 and remained as settlers.[2] John White was appointed Governor by Raleigh and received from the latter a charter in which he and twelve assistants were incorporated as the "Governor and Assistants of the Citie

[1] Bolton. *History of Westchester County,* 3rd ed., vol. 2, pp. 707-8; Mackenzie, editor. *Colonial Families of the United States of America* (Baltimore: 1911), vol. 2, p. 19; Falconier and Perrin. *Allied Families of Purdy, Fauconnier, Archer and Perrin* (New York: 1911), chart.

[2] Tarbox. *Sir Walter Raleigh and his Colony in America* (Boston: 1884), pp. 269-270.

of Raleigh in Virginia." This settlement proved unsuccessful, for history records that no trace of its inhabitants could be found when an attempt, delayed by reason of the sailing of the Spanish Armada to England, was made in later years to provision it.

The next Archer to visit the American shores, so far as the available records disclose, was Captain Gabriel. In 1602 he accompanied Bartholomew Gosnold and Bartholomew Gilbert, who were the commanders, on the first known voyage along the New England coast for discovery and settlement. This voyage extended along the shores of Maine and Massachusetts to Cuttyhunk, then named "Elizabeth Isle." The chronicler of the voyage was Gabriel Archer, and his narrative is entitled: The Relation of Captain Gosnold's Voyage to the North part of Virginia, begun the six-and-twentieth of March, Anno 42 Elizabethae Reginae, 1602, and delivered by Gabriel Archer, a gentleman in the said voyage." [3]

Later, in 1607, this same Archer sailed with Gosnold to Virginia and, with Captain John Smith, Edward Wingfield and others, began a settlement there at a place they called Jamestown, in honor of King James the First of England. Archer evidently was a person of considerable importance on this voyage, for he openly objected to settling at the spot selected and favored another about eight miles below on the James River which came to be known as "Archer's Hope." [4] He explored this river and was evidently the author of the official story of its exploration which was taken to England by Capt. Newport, for the author speaks of wounds received from the Indians and Archer received such wounds when he went ashore with Gosnold, Wingfield and Percy and some twenty men on the south side of Chesapeake Bay.[5] It was on this occasion that the adventurers named the cape "Henry" after the

[3] Levermore, editor. *Forerunners and Competitors of the Pilgrims and Puritans* (Brooklyn: 1912), vol. 1, p. 43; *Old South Leaflets* (1902), vol. V (no. 120), p. 405. *New England Historical & Genealogical Register* (1878), vol. 32, p. 76; *Collections,* Massachusetts Historical Society, Third Series (1843), vol. VIII, pp. 72-81.

[4] Brown. *The Genesis of the United States* (Boston: 1890), vols. 1, p. 161; 2, p. 814; Levermore, editor. *Forerunners and Competitors of the Pilgrims and Puritans* (1912), vol. 1, p. 28. On April 28, 1896, the Association for the preservation of Virginia antiquities placed upon the old lighthouse at Cape Henry, a bronze tablet containing the following:

"Near this spot landed, on April 26, 1607, Capt. Gabriel Archer, Gent., Hon. George S. Percy, Edward Wingfield and 27 others, who, calling the place Cape Henry planted a cross, April 29, 1607."

[5] Archer explored the river from James "Forte," May 21st to June 22, 1607 (Arber, editor. *Introduction, Travels and Works of Captain John Smith* (Edinburgh: 1910), p. XL).

then Prince of Wales. Moreover, Archer was a lawyer [6] and an experienced recorder of matters of this kind, as is evidenced by his official narrative concerning Gosnold's and Gilbert's voyage to the New England coast.

From the inception of the settlement at Jamestown trouble arose. Wingfield, the President of the Council, encountered opposition and was deposed as the result of a plot engineered by Capt. John Smith, John Ratcliffe and John Martin. Archer was opposed to both Wingfield and Smith, the latter, through the confession of Stephen Galthrop, having been suspected of mutiny during the voyage to Jamestown. It is said that Purchas, in editing the letters and documents from Virginia, suppressed much of Archer's account of the voyage and destroyed evidence concerning this mutiny, thus helping to place Smith in a more favorable light than he deserved. Perhaps, in this, he was influenced by the self-serving fables created by Smith.[7]

On September 11, 1607, Gabriel Archer was made Recorder of the first colony of Virginia, and shortly thereafter he was named Councilor.[8] The following December, Smith led an expedition up the Chickahominy River with the avowed purpose of trading for corn with the Indians. His real objective, however, was to locate a great lake mentioned by the natives which he thought might be the long-sought-for passage to Cathay and the wealth of the spice

[6] Brown (*Op. cit.*, p. 814) records Gabriel Archer of Mountnessing, Essex, England, as a student of law at Gray's Inn, March 15, 1593.

[7] Charles Dudley Warner in his *Captain John Smith,* reviews original contemporary material in an endeavor to portray the truth about his subject and "to disentangle the career of the adventurer from the fables and misrepresentations that have clustered about it." In the Preface to his estimable work he writes: "The extant biographies of Smith, and the portions of the history of Virginia that relate to him, all follow his own narrative, and accept his estimate of himself, and are little more than paraphrases of his story as told by himself. But within the last twenty years some new contemporary evidence has come to light, and special scholars have expended much critical research upon different portions of his career. The result of this modern investigation has been to discredit much of the romance gathered about Smith and Pocohontas, and a good deal to reduce his heroic proportions. . . . If he [Smith] was always and uniformly untrustworthy it would be less perplexing to follow him, but his liability to tell the truth when vanity or prejudice does not interfere is annoying to the careful student." (Lounsbury, editor. *The Complete Writings of Charles Dudley Warner* (Hartford: 1904), vol. VI, pp. 159-160.)

[8] Arber, editor. *Wingfield's "A Discourse of Virginia,"* Introduction, *Travels and Works of Captain John Smith* (Edinburgh: 1910), p. LXXX; Brown. *Op. cit.*, p. 814; Neill. *Virginia Company of London* (Albany: 1869), p. 19.

islands of the Far East. During the journey two of his men were killed by the Indians, although he was cordially received by their Chief, Powhatan. Returning to Jamestown, he was arrested at Archer's demand and charged with permitting his two companions to be put to death.[9] The day of his indictment, January 8, 1608, Capt. Newport returned from England and released both Smith and Wingfield, the latter having been imprisoned on trumped-up charges by Smith and the other two Johns of the triumvirate.[10] At the same time, Newport's arrival prevented the colonists from establishing a parliament, which was about to be created at the instance of Archer. This idea of self-government was repugnant to Smith, who ridiculed it, yet eleven years later Governor Yeardley granted the Virginia colonists such a government. Newport left Jamestown for England on April 10, 1608, and with him went Archer and Wingfield.[11] They arrived in England on the twentieth of May following. The next year, the King granted a second charter to "The Treasurer and Company for Virginia." By this instrument the company was made a body corporate and politic for the further enlargement and explanation of its privileges and that of the first colony of Virginia.[12] Within a week after its issuance, Capt. Gabriel Archer, with Sir Thomas Gates and Sir George Somers, left England for Virginia aboard the *Blessing*.[13] Arriving at Jamestown immediate steps were taken by Archer to remove Smith. In support of his action, he wrote:[14]

> "Inasmuch as the President [Smith] to strengthen his authority accorded with the marriners and gaue not any due respect to many worthy gentlemen that were in our ships, whereupon they generally with my consent chose Master West, My Lord De-la war's brother their Governor or President de bene esse in the absence of Sir

[9] Neill. *Op. cit.*, pp. 19-20.

[10] On September 11, 1607, Wingfield was brought before this triumvirate. Ratcliffe acted as President, and made the charge that Wingfield "refused him a penny whitle, a chicken, a spoonful of beer and given him bad corn." Smith alleged that Wingfield told him he lied, while Martin complained that he has been called indolent (Neill. *Op. cit.*, p. 19).

[11] Neill. *Op. cit.*, p. 20.

[12] Stith. *History of the First Discovery and Settlement of Virginia* (New York: 1865), Appendix, p. 8. Kingsbury, editor. The *Records of the Virginia Company of London* (Washington: 1906), vol. 4, p. 364, lists "Gabriel Archer, gentleman" and "Anthony Awcher, Esq." among the patentees.

[13] Neill. *Op. cit.*, pp. 30-31.

[14] *Ibid.*, p. 31.

Thomas Gates, or if he miscarried at sea then to continue till we heard newes from our Counsell in England."

Shortly thereafter, Smith left Virginia. Archer, however, did not long survive his departure. He died during the winter of 1609-1610 at Jamestown. Some reports say he was killed by the Indians. Whether this is so is of no moment, for the fact remains he gave his life so that the first colony in Virginia might survive and, as the historian Brown says, "no one could do more." [15] Evidently, Gabriel was not married; at least, he left no children. His brother, John, was his nearest heir and in January 1619/20 inherited his interest in the Virginia Company of London.[16]

The next Archer to arrive in Virginia, seemingly, was Joseph who, on February 16, 1623, was recorded as having been dead there "since April last." [17] Later, in July 1635, a Jo [John] Archer, 21 years of age, sailed from Gravesend for Virginia on the *Merchant's Hope*.[18] An examination of the Virginia records fails to disclose anything further concerning him.

In September of the following year, Justinian Cooper received 1,050 acres of land in the County of Warrisquick, Virginia, fifty of which was for his personal use and the remaining 1,000 as consideration for the transportation of twenty persons to that territory, one of whom was George Archer.[19] It is thought that the latter returned to England within a few years, as a George Archer is listed as emigrating to Virginia from England in 1642, on a ship captained by the same Justinian Cooper of the Isle of Wight Company that brought the George of 1636.[20] Probably, these two Georges were the same person. While this is pure conjecture, the fact that the same captain participated in both voyages affords some basis for the belief; for a person would naturally prefer sailing on a ship captained by a man with whom he was

[15] Brown. *Op. cit.*, p. 814.

[16] Kingsbury, editor. *Op. cit.*, vol. 1, pp. 298-300, contains a reference to a "Preparatiue Courte held for Virginia at Sr Edwin Sands House ye Last of Ianuary 1619 [Jan. 26, 1620]." The following action was taken by the court: "Itt was ordered in regard sufficient testimony beinge produced that Iohn Archer brother of Captaine Gabriell Archer disceased in Virginia is the next heire vnto him, that the said Iohn Archer shall have two Shares, said to belonge to the said Captaine: vizd one share for X1J*1*'Xs (sic) adventured, and the other for the adventure of his psonn [person]."

[17] Hotten. *List of Emigrants to America 1600-1700* (New York: 1874), pp. 190, 193.

[18] *Ibid.*, p. 116.

[19] *Virginia Magazine of History and Biography*, vol. 5, p. 347.

[20] Greer. *Early Virginia Immigrants 1623-1666* (Richmond: 1912), p. 12.

acquainted. In any event, the passenger on the second voyage seems to have been the George Archer who, with Francis Eppes and Joseph Royall, was the patentee in 1670 of 2,827 acres of land in Henrico County, Virginia.[21] This George settled in that county and was the founder of the Archer family there.[22]

The next Archer recorded as immigrating to Virginia was John, who sailed in 1640 with Lawrence Ward and John King, of the Isle of Wight Company.[23] Whether he stayed in Virginia or took up his abode elsewhere in America remains to be determined. Nothing definite concerning him has been ascertained. After this John came James Archer, Jr., an Ensign in Colonel Herbert Jeffrey's regiment.[24] Later, he became a captain, married Elizabeth Hubbard, daughter of John Hubbard, and settled in York County.[25] In 1683 he was a Justice of the Peace and at one time a member of the House of Burgesses.[26] He died in 1695, leaving a son, John, who died May 3, 1705, and a daughter, Anne, wife of Major William Barber, of York County.[27] Another daughter, Elizabeth, died September 10, 1683. His widow, also named Elizabeth, outlived most of the family, dying December 13, 1727.[28] From these Archers there exists a long line of descendants in Virginia and in many other states of the Union.

*The Archers of Massachusetts.* Giles Archer, who died in Boston prior to 1638, is believed to have been the first Archer to arrive in Massachusetts. While the date of his arrival is unknown, it is thought to have antedated 1630. He built a house on lands said to have been formerly owned by Thomas Matson.[29] No further facts concerning him have been found and the records of the colony are silent as to his descendants. Probably, they removed elsewhere—perhaps to Greenwich Township, Gloucester County, New Jersey; because a "Gunner" Archer died there in 1744,[30]

[21] *Virginia Magazine of History and Biography,* vol. 5, p. 77.

[22] *William and Mary Quarterly,* vol. 4, p. 283. For account of the family of George Archer, see *Richmond Critic* for May 5, 1889.

[23] Greer. *Op. cit.,* p. 12.

[24] *William and Mary Quarterly,* vol. 10, p. 55.

[25] *Ibid.,* vol. 4, p. 283; vol. 5, pp. 193-195, 246.

[26] *Ibid.,* vol. 5, pp. 193-195, 246.

[27] *Ibid.*

[28] *Ibid.,* vol. 5, p. 246.

[29] Pope. *Pioneers of Massachusetts* (Boston: 1900), p. 20.

[30] His will dated May 8, 1744, was probated Nov. 13, 1744 (*N. J. Archives, First Series,* vol. 30, p. 23). The name Gunner is doubtlessly intended for the Swedish "Gunnar," for the deceased was living at or near the Swedish settlement on Raccoon Creek near where Swedesboro now stands. For some time the English had been gradually encroaching on the Swedish settlements

leaving his widow, Eleanor, surviving, and four children, namely, Andrew, Israel, Elizabeth (the wife of Peter Matson), and Magdalene (the wife of Peter Morise). As one of the daughters of the deceased married a Matson, and as it was on the property of Thomas Matson in Massachusetts that Giles Archer built his house, the above marriage may not be without significance.

Another early arrival was Henry Archer, who married Elizabeth, daughter of John Stow, at Roxbury, December 4, 1639. He was a planter and resided at Ipswich as early as February 18, 1638.[31] Litigation of his was referred to the Ipswich Court in 1639 by the General Court of Massachusetts.[32] On June 2, 1641, he was made a freeman of the latter town and in 1649 sold land there, his wife, however, not releasing her dower rights until 1660.[33] They had a number of children among whom were Rachel, John, Isaac and Theophilus.[34]

A contemporary of Henry, of Ipswich, was Samuel Archer, of Salem. He arrived there in 1630, coming with John Winthrop and seventeen shiploads of settlers. Samuel was a carpenter by trade and became a prominent citizen of Salem and the ancestor of many descendants in America. On October 19, 1630, he requested admission as a "freeman," but there does not seem to be any record as to whether his request was granted.[35] Sixty acres of land at Jeffry's Creek [now Manchester] were obtained by him in 1636 and in December of that year a warrant was issued for the laying out of the property.[36] At a town meeting held on September 26, 1638, Samuel secured a further allotment of land con-

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along this creek. It was not long after the arrival there of John Fenwick and the founding of Salem in October 1675 that the chief occupants of the land in those settlements were English (Shourds. *History and Genealogy of Fenwick's Colony* (Bridgeton: 1876), p. 5). For further data concerning Elizabeth Matson, see will of her brother Andrew, dated Dec. 30, 1759, proved Oct. 6, 1760 (*N. J. Archives, First Series,* vol. 32, p. 15), and that of her brother Israel, dated Nov. 9, 1760, probated Dec. 29, 1760 (*N. J. Archives, First Series,* vol. 32, p. 15).

[31] *Essex County Historical and Genealogical Register* (1894), p. 136; Hammat. *The Hammat Papers No. 1* (*The Early Inhabitants of Ipswich, Mass., 1633-1700*), (1854). [Printed from MS in N.Y. Public Library (1880), p. 15.]

[32] Pope. *Op. cit.,* p. 20.

[33] *Ibid.*

[34] Will of Rachel Bigg, of Dorchester, dated Nov. 17, 1646, names the above children (*New England Historical and Genealogical Register* (1851), vol. 5, p. 300; Savage. *Genealogical Dictionary of New England* (Boston: 1860), vol. 1, pp. 62-63).

[35] Savage. *Op. cit.,* pp. 62-63.

[36] *Essex Institute Historical Collections* (1862), vol. 4, p. 113.

sisting of twenty acres and some meadow.[37] The previous year, he and William Allen were directed to build an ammunition house for the town.[38] On another occasion, Nathaniel Pickman and he were required to make the "stockes sufficiently" and to "sett up the whipping post." [39] In 1637 he was chosen Constable for the year [40] and, in 1659, "Marshall." [41]

Samuel Archer and his wife, Susanna, had at least four children: Hannah (born 1632), Samuel (born 1634/35), John (baptized February 7, 1639) and Bethiah (baptized May 3, 1642).[42] The two baptisms last mentioned were at Salem. In 1660 Samuel made a deposition in which he gave his age as 52 years. He died in December 1667.[43]

*The New York Archers.* That part of New Netherland known as Oost-dorp or West Chester, was the scene of the earliest activities of John Archer—the first of that surname to settle within the borders of the Empire State. As this pioneer later became the founder of the Manor of Fordham and, as he has been the subject of careful consideration in the preceding chapters, further discussion concerning him would serve no useful purpose. Suffice to say, however, that his descendants are many in this country today.[44]

Shortly after the dawn of the eighteenth century, other Archers came to New York. While some of these were emigrants from Europe, others were from New England and the Quaker settlements in New Jersey and Pennsylvania.

[37] *Ibid.,* vol. 4, p. 183.
[38] *Ibid.* (1859), vol. 1, p. 187.
[39] *Ibid.* (1869), vol. 9, p. 199.
[40] *Ibid.* (1869), vol. 9, p. 60.
[41] *Ibid.* (1865), vol. 7, p. 39.
[42] For a genealogical record of the descendants of Samuel and Susanna Archer, see Cooke. *The Driver Family* (New York: 1889).
[43] Savage. *Op. cit.,* vol. 3, p. 63; Pope. *Op. cit.,* p. 20.
[44] For list of descendants to the close of the eighteenth century, see Appendix G, p. 171.

## APPENDIX B

# COPY OF DEED FROM ELIAS DOUGHTY TO JOHN ARCHER, DATED SEPTEMBER 15, 1668, IN ARCHIVES OF THE COLLEGIATE CHURCH OF THE CITY OF NEW YORK

"To all Xpian [Christian] People to whom this present writing shall Come[,] Elias Doughty of Flushing in the North Riding of Yorkshire upon Long Island Sendeth Greeting In our Lord God Everlasting[:] Whereas the said Elias Doughty stands possest of a Certain Tract or parcell of Land upon the Main within his Royal Highness his Government[,] commonly called the Jonkers Land[,] for the which there was a patent Granted by the Governor Coll° Richard Nicolls unto Hugh Onele and Mary his wife[,] who was the wid° of and Relict of Adriaen Van Der Duncke[,] by virtue whereof an assignment and Transport was made by the said Hugh Onele and Mary his wife unto the said Elias Doughty[,] his Heirs and assigns[.]

"Now know Yee that the said Elias Doughty[,] for and in consideration of a certain Sum of money[,] or the value thereof[,] in hand paid at or before the ensealing and Delivery hereof by John Archer of Westchester[,] the Receipt whereof he[,] the said Elias Doughty[,] doth hereby acknowledge and therefrom doth acquit and Discharge him[,] the said John Archer[,] his Heirs[,] Ex^rs and Administrators[,] Hath given[,] Granted[,] Aliened[,] Bargained[,] Sold[,] Enfeoffed and Confirmed[,] and by these presents Doth fully[,] clearly & absolutely Give[,] Grant[,] Alien[,] Bargain[,] Sell[,] Enfeoff and Confirm[,] unto the said John Archer[,] his Heirs and Assigns for Ever[,] All that parcell or Tract of Land within the precents of the patent aforementioned hereafter described[.] That is to say the said Land to begin from Westchester old foot path (by the Boggy Swamp) so to run Southerly Two Miles down[,] or thereabouts[,] as far as the extent of the patent Reaches[,] then East and west to be bounded by Bronks River and the River commonly called Harlem

River[.] as also Thirty Acres of good Mowable Meadow Ground thereunto near adjoining the which is Reserved and Excepted in the bill of sale made to William Betts and George Tippett[,] he[,] the said John Archer[,] haveing the former Grant from him both for the Land and Meadow aforementioned[,] together with all and Singular the Rights and profits thereunto belonging or in any wise appertaining[.] To have and to hold the said Land and premises hereby Granted[,] Bargained and Sold[,] with their and every of their Rights[,] profits and appurtenances unto the said John Archer[,] his Heirs and Assigns unto the proper use and behoofe of him[,] the said John Archer[,] his Heirs and Assigns for Ever[.] And he[,] the said Elias Doughty[,] for himselfe[,] his Heirs[,] Executors and Administrators[,] and for Every of them[,] doth Covenant[,] promise and Grant to and with the said John Archer[,] his Heirs[,] Execut$^{rs}$[,] Administrators or Assigns[,] and to and with every of them[,] that he[,] the said John Archer[,] his Heirs[,] Execut$^{rs}$[,] Administrators or Assigns[,] Shall and may from henceforth for Ever peaceably and quietly have[,] hold[,] use[,] occupy[,] possess and Enjoy[,] the said Land and premises before recited[,] without Lett[,] interruption or Contradiction[,] of him[,] the said Elias Doughty[,] his Heirs or Assigns[,] or of any person or persons Claiming from by or under him[,] them or any of them[,] with warranty against all persons whatsoever, Indians excepted[.] In Testimony whereof[,] he[,] the said Elias Doughty[,] hath hereunto put his Hand and Seal this fifteenth Day of September in the Twentieth Year of the Reign of our Soverign Lord[,] Charles the Second[,] by the Grace of God[,] of England[,] Scotland[,] ffrance and Ireland[,] King[,] Defender of the ffaith &c Annoq Domini 1668[.]

"Sealed and Delivered in the
presence of us
Matthias Nicolls
John Garland
Jo: Clarke"

[Copy not signed by Doughty]

## APPENDIX C

# DISCLAIMER OF THE MAYOR, ALDERMEN AND CORPORATION OF THE TOWN AND BOROUGH OF WESTCHESTER, TO THE MINISTER, ELDERS AND DEACONS OF THE REFORMED PROTESTANT DUTCH CHURCH OF THE CITY OF NEW YORK

"The Mayor Aldermen and corporation of the town and Borrough of Westchester Do hereby disclaim all right & title of in or to all that part of the manor of Fordham lying on the West Side of Bronck's river unto the Minister[,] Elders[,] and deacons of the reformed protestant Dutch Church of the City of New York and their Successors forever[.] In witness whereof the said Mayor[,] Aldermen and Corporation of the Town and Borrough of Westchester[,] have caused the seal of their corporation to be hereunto affixed this twenty seventh day of April in the Eleventh year of his Majesty King George &c annoq Domini 1725.

"Sealed & Delivered in
presence of us
David Jamison
Jos Murray"

[Seal affixed at upper left hand corner of Disclaimer, which was not signed.]

## APPENDIX D

# RELEASE IN ARCHIVES OF THE COLLEGIATE CHURCH OF THE CITY OF NEW YORK, DATED JULY 4,1733, BY JOHN ARCHER TO THE MINISTER, ELDERS, AND DEACONS, OF THE REFORMED PROTESTANT DUTCH CHURCH IN THE CITY OF NEW YORK

"THIS INDENTURE made the fourth day of July in the Seventh year of the reigne of our Soverign Lord[,] George the Second[,] by the Grace of God of Great Britain[,] ffrance and Ireland[,] King[,] Defender of the faith &c[,] and in the year of our Lord Christ one thousand Seven hundred and thirty three[,] BETWEEN John Archer of the Mannor of ffordham in the County of Westchester[,] Yeoman[,] the Son and heir at Law to John Archer[,] late of the Said Mannor[,] Yeoman deceased[,] of the one part[,] and the Minister[,] Elders & Deacons of the reformed Protestant Dutch Church within the City of New York[,] of the other part[.] WHEREAS by Certain Indentures interchangeably made and Executed between Margaret Steenwyck[,] late of the Said City of New York[,] widdow[,] of the one part[,] and the said John Archer[,] ffather of the Said John Archer party to these presents[,] of the other parte[,] bearing date the Seventeenth day of October One thousand Six hundred and Eighty five[,] the said Margaret Steenwyck[,] for the rents and Considerations therein mentioned[,] did Grant[,] Bargain and Sell unto the Said John Archer the Elder and to his heirs and Assigns forever[,] All That Certain Messuage or Tenement and home Lott thereunto belonging[,] Situate[,] Lyeing and being within the Said Mannor of ffordham then in the Occupation or Possession of the Said John Archer the Elder[,] his Assignee or Assignees[,] Together with fforty Acres of Upland to be laid out in Some Convenient place near the Said Messuage or Tenement where the Said Margarett Steenwyck Should think fitt to order and appoint[,] with all the woods and under woods Standing and growing upon the prem-

ises[,] and all ways[,] easements[,] profitts[,] Comodities and appurtenances whatsoever thereunto belonging[,] together with an Equal proportion of meadow with other the Tenants of the Said Mannor[.] TO HAVE AND TO HOLD the Same Lands[,] meadows and premises unto him[,] the Said John Archer the Elder[,] his heirs and Assigns[,] under the Yearly rent of one half bushell of Good Winter wheat and to due and performe all Dues[,] Dutys and Services According to the usage and Custom of the Said mannor as in and by the Said in part recited Indenture relation being thereunto had may more fully & at Large appear[.] AND WHEREAS it has so happened that the Said Margarett Steenwyck in her life time did not lay out or think fitt to appoint & Locate unto him[,] the Said John Archer the Elder[,] in his life time[,] the Said forty Acres of upland and Proportion of Meadow According to the Tenure and Effect of her deed for that purpose[,] By means whereof[,] the Said John Archer the Younger[,] party to these presents[,] hath made application unto and requested of the Said Minister[,] Elders & Deacons[,] of the reformed protestant Dutch Church in the City of New York[,] who are the present Owners & proprietors of the Said Mannor under the Said Margrett Steenwyck[,] to lay out & ascertain the Said forty Acres of Land and Portion of meadow unto him According to the Purport[,] true intent and meaning of the Deed of her[,] the Said Margaret[,] to his said father, which request they[,] the Said Minister[,] Elders and Deacons[,] were ready and thought fit & reasonable to Grant[,] and were willing in this behalf to doe that which is just[,] And[,] therefore[,] Caused the Said forty Acres of upland to be Surveyed and laid out by M$^{r}$ Abraham Van Wyck[,] of the City of New York[,] in two Parcells[.] the first of which begins at the Corner of the Said Archards [Archer's] ffence on the East Line of the Said Mannor and is the Division Line between the Said Mannor and the Younkers Pattent[;] thence runs due East along the Said Division Line one hundred rodds a Small distance beyond a Small run of water[;] thence South five Degrees West forty rodd to the Country road[;] thence along the Said road westwardly as the road runs One hundred and nine rodd to another Corner of Archards ffence and thence along his fence North fourteen Degrees East nine rodds to the first Station and Containe fifteen Acres[.] the Second of which two Parcells of Land is adjoining to the first[,] only being parted by the Country road to the breadth of four rodd[.] Begining at a Small White Oak tree on the South west Side of the Said road and distance from the South Westward Corner of said

Archards fence tenn rodd and about Six rodd distance from a Small black Oak tree marked Standing in the East Line of the Mannor[;] thence from the Said White Oak [the boundary] rune Eastward along the Country road Sixty two rodds to a Stake there Standing near the fence of the widdow Mary Archard[;] thence South forty degrees west Ninety rodds to a small Walnutt Saplin mark'd[;] thence South Sixty eight Degrees west thirty One rodds [to] a peperage tree at the Edge of a Swamp and Mark'd[;] thence on a Streight Line North about twenty two Degrees East about Ninety Six rodds to the white Oak tree where it begun and Contains twenty five Acres[.] being together forty Acres above mentioned as in and by the Said Chart or map thereof under the hand of the Said Abraham Van Wyck bearing date the twenty fourth day of May last will more fully appear[.] and his[,] the Said John Archards Share and proportion of the meadow Granted by the Said Deed is agreed to be ascertained and Located as followeth, to witt[:] to begin at the head of a Small Cove or inlet upon a branch of Harlem river near upon a Streight Line between the present ffery house at Kings bridge and the house of the Said John Archer[,] and thence from the head of the Said Cove a due East line to the upland[,] Shall be and remain a perpetual Division Line between the meadows of the Said Archer and the rest of the inhabitants thereof[,] so that the Said Archer Shall not hereafter Claim or make any pretence or Demand to any part of the Meadow of the Said Mannor to the Southward of the Said Division Line[.] NOW THIS INDENTURE WITNESSETH that the Said John Archer[,] party to these presents[,] in Consideration of the Premises and of the Sum of five Shillings Current money of New York[,] to him in hand paid by the Said Minister[,] Elders and Deacons at and before the Ensealing and Delivery hereof[,] the receipt whereof he doth hereby acknowledge and himself to be therewith fully Satisfied[,] Contented and Paid[,] HATH Granted[,] remised[,] released and for ever quitt Claimed[,] and by these presents DOTH Grant[,] remise[,] release and for ever Quitt Claim unto the Said Minister[,] Elders and Deacons[,] of the reformed Protestant Dutch Church in the City of New York[,] and to their Successors & Assigns for Ever (in their full and peacable possession being) All the Estate[,] right[,] title[,] claim & interest which the Said John Archer Ever had[,] now hath[,] or by any MEANS Ought to have[,] of[,] in[,] or to the Said Mannor of ffordham and of[,] in[,] or to all the Meadow Ground belonging to the Said Mannor to the South-

ward of the Said Division Line[,] and of[,] in[,] or to all and every part and Parcell thereof (Except[,] and always reserved out of this present release[,] the Said Messuage or Tenement and home lott thereunto belonging and the Said forty Acres of Upland with the Meadow to the Northward of the Said Division Line so as aforesaid Granted to the Said John Archer the Elder by the Said Margaret Steenwyck[,] and laid out & Ascertained to the Said John Archer the Younger[,] party to these presents)[.] TO HAVE AND TO HOLD the Said Mannor and Premises hereby released unto the Said Minister[,] Elders & Deacons[,] of the reformed protestant Dutch Church in the City of New York[,] and to their Successors and Assigns forever (Except[,] and always reserved unto the Said John Archer the Younger[,] as is herein before Excepted and reserved) So that neither he[,] the Said John Archer the younger[,] nor his heirs[,] Shall[,] or may at any time or times hereafter have[,] Claim or Demand[,] any Estate[,] right[,] title or interest[,] of[,] into[,] or out of the Same Mannor Lands[,] meadows[,] priviledges and premises aforesaid (other than to his Said Messuage or Tenement[,] home lott and forty acres of Upland[,] with the meadow to the Northward of the Said Division Line as aforesaid) but Shall[,] and may be thereof & therefrom[,] and of and from every parte and parcell thereof[,] utterly barred and Excluded for ever by these presents[.] AND the Said John Archer[,] party to these presents[,] in further Consideration of the Premises[,] DOTH[,] for himself and his heirs[,] Executors[,] administrators and Assigns[,] and every of them[,] Covenant[,] Promise[,] Grant and Agree[,] to and with the Said Minister[,] Elders & Deacons[,] of the reformed Protestant dutch Church in the City of New York[,] and to and with their Successors and Assigns[,] that he[,] the Said John Archer[,] his heirs or Assigns[,] Shall and will Yearly and every year for ever hereafter[,] upon the five and twentyeth day of March[,] Yeild and pay unto the Said Minister[,] Elders & Deacons[,] of the reformed protestant Dutch Church in the City of New York[,] and to their Successors and Assigns[,] the Yearly rent of one half Bushell of Winter wheat[,] or the Sum of two Shillings and Six pence[,] Current money of New York[,] in lieu and Stead thereof[;] AND also[,] that he[,] the said John Archer[,] and his heirs and Assigns[,] Shall and will[,] from time to time[,] and at all times hereafter[,] doe and Performe all Due Duties & Service According to the Usages and Customs of the Said Mannor of ffordham[.] IN WITNESS

whereof the parties first above Named have interchangeably Set their hands and Seale the Day and Year first above named.

[signed] John Archer

"Sealed and Delivered
in the presence of
Roger Barton
Charles Crooke"

[Then follows John Archer's acknowledgement of the execution of the instrument before Robert Lurting, Mayor of the City of New York, on the 4th day of March 1733/4.]

## APPENDIX E

# QUIT CLAIM DEED FROM THE TRUSTEES OF THE TOWN OF WESTCHESTER TO HENRICUS SELYNS AND MARGARITA, HIS WIFE, DATED OCTOBER 23, 1693, IN THE ARCHIVES OF THE COLLEGIATE CHURCH OF THE CITY OF NEW YORK

"THIS INDENTURE made the Twenty Third day of October in the fifth year of the Reign of our Soverign Lord and Lady[,] William & Mary[,] by the grace of God[,] King and Queen of England[,] Scotland[,] France & Ireland[,] Defenders of the ffaith &c[,] and in the year of our Lord Christ One Thousand Six Hundred Ninety Three[,] BETWEEN William Barnes[,] Sam$^{le}$ Palmer[,] Thomas Baxter[,] John fferis Sen$^{r}$[,] Joseph Palmer[,] Edward Collier[,] Robert Hewstis Jun$^{r}$[,] Trustees of the ffreeholders & Comonalty of the Town of Westchester[,] of the one part AND Henricus Selynis[,] of the City of New York & Margarita his Wife[,] of the Other part[.] WHEREAS one John White[,] by Virtue of a Certain Demise from and under the title of the Said Henricus Selynis & Margarita his Wife, at the Supream Court of Judicature held for the province of New York at the City of New York the Seaventh day of the month of Aprill[,] now Last past[,] by the Common Course & due process of the Law[,] did recover against the Trustees of the ffreeholders & Commonalty of the said Town of Westchester[,] his Term as yett to Come of and in all that Certain parcell or Tract of Land[,] with the appurtenances[,] Known by the name of the mannor of ffordham[,] Scituate Lying & being in the County of Westchester[,] begining at the Highwood land that Lyes due northwest over against the first point of the Main Land to the East of the Island paparinimán[,] there Where the (kill) or Creek Mascota is[,] And so goes along the said Creek to Said Land Stretching from the high wood Land afore mentioned East South East till it Comes to Broncks Kill[;]

So Westward up a Long the Main Land to the place Where Harlem Kill and Hudsons River meet and Then forth along Harlem Kill to the first Spring or fountain Lying to the South of Crab Island[;] So Eastward a Long Daniell Turners [Tourneur's] Land[,] the high Wood Land and the Land belonging to Thomas Hunt & then to Broncks river Aforementioned[,] as by the Record of the Same Recovery Remaining among the Records of the said Supream Court of Judicature in the Secrytar$^{s}$ [Secretary's] Office of the province of New York Aforesaid fully & And at Learge Doth and may appear[.] And Whereas the Said John White upon the Judgment So by him Recovered as aforeSaid did Sue forth a writ of our Lord and Lady the King and Queen Aforesaid of *Habere facias possessionem* [cause him to have possession] bearing date the Seaventeenth of July[,] now Last past[,] directed to the Sheriffe of the County of Westchester[,] Commanding him to Cause the said John White to have without delay possession of his Said Term as yett to Come of and in the said retain parcell or Tract of Land Known by the name of the mannor of ffordham[,] with the Appurtenances[,] in persuance of and in Obedience to Which Said Writ and Command of our Said Lord and Lady[,] the King and Queen[,] the Sheriff of the County of Westchester above mentioned After that[,] (To Witt) the four & Twintieth day of the Same month of July[,] Served & Executed the writ aforesaid to him So Directed According to the Tennor of the Said Writ and the Command in the Same Contained And Set forth[,] by Vertue Whereof the said Henricus Selynis & Margareta his Wife[,] became Actually[,] peaceably & Quietly Seized and possessed of the said parcell or Tract of Land[,] with the appurtenances[,] known by the name of the mannor of ffordham[,] and So at the Sealing[,] Delivery & Execution of these presents[,] do Remain Seized and possessed[.]

"NOW THIS INDENTURE—WITNESSETH that the said Trustees of the ffreeholders and Comonalty of the Town of Westchester[,] for themselves[,] their heires & Successors[,] as Well for and in Consideration of a Certain Sum of good and Lawfull Money to them in hand paid at or before the Sealing and Delivery hereof by the Said Henricus Selynis and Margareta his wife[,] the Receipt Whereof is hereby Acknowledged[,] as for Divers other good Causes and Lawfull Considerations them thereunto Moveing[,] have granted[,] remised[,] released And Quit Claimed[,] And by these presents doe grant[,] remise[,] release and for Ever quit Claim unto the Said Henricus Selynis And Margareta his Wife[,] in their full and peaceable possession of the

same as aforesaid being[,] their heirs and assigns for Ever[,] All the right[,] Title[,] Interest[,] property[,] Claim and Demand Whatso Ever—with[which] they[,] the said Trustees of the ffreehold$^{rs}$ And Comonalty of the Town of Westchester or any pattentees[,] for and on the behalf of themselves and their Associates[,] the ffreeholders and Inhabitants of the Said Town of Westchester[,] at any time heretofore have had[,] now have[,] or which they[,] Their heirs or Successors[,] by any ways or means hereafter may or Can have[,] of[,] to[,] And In All that Tract of Land Lying to the East of Broncks river Commonly Called And Known by the name of the Mannor of ffordham in the County of Westchester Aforesaid[,] with all and Singular the Lands[,] Tenements[,] heriditaments and Appurtenances to the same belonging[,] or in any ways Appertaining[.] So that they[,] the said Trustees of the ffreeholders and Comonalty of the Town of Westchester[,] their heirs or Successors[,] nor any other by or for them[,] or in their name[,] any right[,] title[,] Interest[,] property[,] Claim or demand of[,] or in[,] the Said Mannor of ffordham & premises, with the Appurtenances[,] nor in any part or parcell of the same from henceforth In any manner hereafter Can[,] or ought to Claim or Demand[,] but from all Accon or Accons [Actions] of right[,] Title[,] Claim[,] Interest[,] property & Demand of[,] in or to the Same Mannor of ffordham And premisses[,] with the appurtenances[,] are Wholly[,] fully & Absolutely Barred & Excluded by these Presents[.] TO HAVE AND TO HOLD The Same Tract or Parcell of Land Commonly known by the name of the Mann$^{r}$ of ffordham[,] withall & Singular the Premisses and appurtenances to the Said Henricus Selynis and Margareta his Wife[,] their heirs and assigns to the sole and only proper use and behoof of them[,] the said Henricus Selynis and Margareta his Wife[,] their heirs and assigns for Ever[.] And the said Trustees of the ffreeholders and Comonalty of the said Town of Westchester[,] for themselves[,] their heirs and Successors[,] do hereby promise[,] Covenant[,] grant and agree to[,] and with[,] the Said Henricus Selynis and Margaretha his Wife[,] their heirs and assigns[,] that the above released Tract or parcell of Land Called the Mann$^{r}$ of ffordham and premisses with the appurtenances and Every part thereof[,] now are[,] and be[,] and So for Ever hereafter Shall and May remain[,] Continue & be[,] according to the True Intent and meaning hereof[,] to the Said Henricus Selynis and Margareta his Wife[,] their heirs & Assigns[,] fully and Clearly acquited[,] freed and Discharged[,] or[,] upon request made to the Said Trustees of the

ffreeholders and Comonalty of the Town of Westchester[,] their heirs or Successors in that behalf will[,] and Sufficiently[,] and at their or some of their own Costs and Charges[,] Shall be saved and kept harmless by them[,] the Said Trustees of the ffreeholders and Comonalty of the Town of Westchester[,] their heirs[,] Successors and assigns[,] of an from all former and other gifts[,] grants[,] bargains[,] Sales[,] Mortgages[,] Judgments[,] Executions[,] and all other Incumbrances WhatSo ever had made[,] Comitted[,] Acknowledged[,] or done[,] or Wittingly or willingly Suffered to be done by the said Trustees of the ffreeholders and Comonalty of the Town of Westchester[,] their heirs[,] Successors or Assigns[,] or any of the Ancestors or or[sic] Assigns or predecessors of the said Trustees[,] Wether by the name of the pattentees for and on the behalf of themselves and their associates[,] the ffreeholders & Inhabitants of the Town of Westchester aforesaid[,] and by any other or former name or names[,] title or Stile Whatsoever[,] or any other person or persons Lawfully Claiming by[,] from[,] or under them[,] Or any of them[,] or by their[,] or any of their means[,] title[,] order[,] privity or procurement[.] In testimony whereof the Said Trustees of the ffreeholders and Comonalty of the Town of Westchester aforeSaid to the part of this Indenture remain With the Said Henricus Selynis & Margareta his Wife[,] have Set their hands and Caused the Comon Seal of the same Town of Westchester to be thereunto affixed the day and year first above written[.]

"Sealed & Delivered
in the presence of
Brandt Schuyler
Johan Kipp
Theunis De Key
John Archer
Hendrick hier
Roger Barton

[Signed by]
W$^{m}$ Barnes
Sam$^{el}$ Palmer
Thomas Baxter
John fferis
Joseph Palmer
Edward Collier
Robt Huestis Jun$^{r}$"

## APPENDIX F

# MEMORANDUM IN SUPPORT OF THE AUTHOR'S STATEMENT[1] THAT JOHN ARCHER, JR., WAS THE SON-IN-LAW OF CORNELIS STEENWŸCK

The author, believing that John Archer, Jr., the son of the founder of the Manor of Fordham, was the John Orchard referred to as the son-in-law of Steenwÿck in the New York Ecclesiastical Records (vol. 4, pp. 2624-25), examined the original minutes of the consistory written in Dutch, as well as a copy thereof in English by a minister of the Dutch Church, and found they likewise reported Steenwÿck's son-in-law as John Orchard. Thus, if an error occurred, it must have had its inception in the papers upon which action was taken by the representatives of the Church, namely, either in Steenwÿck's "written promise," or in Van Wyck's explanation to the consistory. While neither of these documents is available, strong circumstantial evidence exists which points convincingly to Steenwÿck's "written promise" as the source of the error; similar mistakes occurred in connection with previous transactions had by him with the Manor's founder. For example, the latter is recorded as John "Orchard" in the mortgage which he gave Steenwÿck on September 10, 1669 (N. Y. County Mortgages 1665-1675, *Liber* 1, pp. 59-61), and in the further mortgage which he gave him on March 26, 1670 (N. Y. County Mortgages, *supra, Liber* 1, pp. 65-67). In the body of these mortgages the name of the mortgagor is given as "John Orchard," whereas his signature appended to the documents is recorded as "Jan Archer."[2] Evidently, the lawyer preparing Steenwÿck's "written promise" to his son-in-law was the author of the above mentioned mortgages. In any event, an error of this kind was not confined to Steenwÿck or his lawyer. An examination of the court records around this time disclose that John Archer frequently appears therein as John

[1] See p. 135, note 80.
[2] See pp. 67-68, note 1.

"Orchard."[3] Moreover, all the existing facts and circumstances support the conclusion that the person intended to be referred to in the minutes of the consistory was John Archer—not John Orchard.

Steenwÿck had only one daughter, Margarieta, and she was baptised on September 17, 1659, at the Reformed Dutch Church in New Amsterdam (Valentine, *Manual of the Corporation of The City of New York, 1864,* p. 650). Therefore, it must have been Margarieta's husband who was the son-in-law of Steenwÿck. As it was customary in those days for the Dutch to baptise a child within a few months of birth, Margarieta was probably born in the summer of 1659. It is also a fair assumption that her husband was near her age, which would make him about seventy-four years old in 1733, the time the claim was presented to the consistory. John Archer, Jr., son of the first lord of the Manor of Fordham, whom it is believed Steenwÿck referred to as son-in-law, was born about 1660. Thus, his age would approximate that of Margarieta's. His marriage to Sarah Odell did not occur until December 1686, at which time he had attained the age of twenty-five or twenty-six years.[4] Now, this was unusally late in life for a young man to marry in those days because the average expectancy of life at birth was short. In fact, so short that by the year 1750 such expectancy had not gone beyond thirty-six years. Thus, the conclusion is reached that Sarah Odell was the second wife of John Archer, Jr., and that their marriage occurred after the death of Margarieta, his first wife, as she is reported to have died at an early age.[5] Moreover, it will be recalled that Steenwÿck was financially interested in the Manor of Fordham to the extent of holding several mortgages on the property. As this manor, upon the proprietor's death, would, under the law then in effect, pass to his eldest son John, there existed a good and sufficient reason for Steenwÿck, a most capable Dutch merchant, desiring the marriage of his daughter with the manor's heir.

The author is fully aware that the consistory minutes show the deed was delivered in 1733 to John "Orchard" and that he gave in exchange a writing, signed and sealed by him, whereas John Archer, Jr., who it is alleged married Margarieta Steenwÿck, died between January 1718 and September 13, 1726. [The 1718 date is that given for Archer's last recorded appointment as a vestryman of the Parish Church of Westchester, later known as St.

[3] See pp. 12-13, note 6.
[4] See p. 108.
[5] Valentine. *Op. cit.,* p. 650.

Peter's, and the 1726 date is that of a conveyance made by his eldest son, John, to the latter's brother, Benjamin, wherein reference is made to their father being dead.] In order to reconcile these seemingly inconsistent facts, it needs only to be assumed that John Archer, the eldest son of John who died between 1718-1726, acted for and in the name of his father. Both bore like names and under the English rule of primogeniture which prevailed, the son, being the eldest male child, was his father's heir and inherited his whole estate. Thus, he was the proper person to act in the matter, either in his own name or in that of his father.

That it was this son who received the forty-acre plot in fulfillment of Steenwÿck's promise has now been definitely established through the recent discovery of unimpeachable documentary proof. This newly discovered evidence is the document which the Minister, Elders and Deacons of the Dutch Church received in July 1733, upon their delivery of the deed for forty acres of manor land "according to the map and accompanying explanation made by Abrm. Van Wyck." It is dated July 4, 1733, and for many years has been lying in the archives of the Collegiate Church in the City of New York. The person executing and delivering the instrument was John Archer, "the son and heir at Law to John Archer," late of the Manor of Fordham, deceased. By it, he released and discharged any and all claims which he had to lands of the manor save those specifically excepted in the instrument. While no reference is made therein to Steenwÿck's "written promise," it does refer to the promise made in his widow's deed of October 17, 1685, to John Archer, Jr., whereby she agreed to lay out near his residence the forty acres of upland and meadow therein conveyed. Both parties having died without this being done, John Archer, the eldest son, heir and namesake of the grantee named in the widow's deed, petitioned the Dutch Church, her successors in interest, to fulfill the terms of this neglected provision. Agreeably inclined, the consistory directed Abram Van Wyck to make the necessary survey for the purpose desired. On May 24, 1733, he completed his task and, four days later, submitted to the consistory at its meeting of that day, a map and chart of his survey. It was the land and meadow designated on this map and chart that was granted young Archer by the Church in fulfillment of Margarieta Steenwÿck's agreement with his father, and in consideration of which he executed his release of July 4, 1733.[6] Thus, it would seem that Steenwÿck's widow, in making the agreement concerning the forty acres of upland and meadow mentioned in her deed of October 17, 1685, was merely fulfilling the promise made by her late husband

to the same effect. In any event, it was the son and heir of the grantee named in this deed who received this land and later sold it to Jacob Dyckman, May 7, 1756 (Westchester County Deeds, *Liber* G, p. 674).

[6] For copy of release, see Appendix D, pp. 158-162.

## APPENDIX G

# THE ARCHERS OF FORDHAM FROM THE FOUNDING OF THE MANOR TO THE CLOSE OF THE EIGHTEENTH CENTURY [1]

### *First Generation*

John Archer, Lord Proprietor of the Manor of Fordham, b. abt. 1630-1635; d. Feb. 1684; m. Feb. 15, 1659, at the Reformed Dutch Church, Nieuw Amsterdam, Catherine Carles (or Careles), of Cambridge, England, granddaughter of Thomas Newman and his wife Mary Moorton.

Issue: (1) John Jr., (2) Mary.

### *Second Generation*

John Archer, Jr., b. abt. 1660; d. abt. 1725; m. (1st) Margarieta Steenwÿck; m. (2nd) Sarah Odell; m. (3d) Mary Fowler.

Issue by second marriage (none by first): (1) John, (2) Sarah, (3) Benjamin, (4) Jonathan, (5) Catherine, (6) Mary, (7) Richard.

Issue by third marriage: (8) Eleanor.

### *Third Generation*

John Archer, b. abt. 1687; d. 1758; m. Elizabeth (Valentyn?), probably dau. of Jacob Valentyn.

Issue: (1) Abraham, (2) Jacob, (3) John, (4) Mary, (5) Jane, (6) Freelove, (7) Rebecca.

Sarah Archer, b. abt. 1689; m. Moses Fowler, son of Henry Fowler and Abigail Hoyt.

[1] From a genealogy of the Archers of Fordham in the course of preparation by the author.

In the pages comprising this Appendix, the letter b, stands for born; m. for married; d. for died; abt. for about, dau. for daughter and bet. for between.

Issue: (1) Moses, Jr., (2) Phebe, (3) Sarah, (4) Charity, (5) Elizabeth, (6) Abigail, (7) Miriam, (8) Mary, (9) Stephen, (10) Elijah, (11) Solomon.

Benjamin Archer, b. abt. 1691; m. abt. 1710; d. abt. 1759 (name of wife not ascertained).

Issue: (1) John, (2) Benjamin.

Jonathan Archer, b. abt. 1693; d. 1766 (name of wife not ascertained).

Issue: (1) Jonathan, Jr., (2) John, (3) Sarah, (4) Abigail, (5) Ezekiel.

Richard Archer, b. bet. 1700-1718; d. abt. 1783; m. Sarah Valentine.

Issue: (1) Sarah, (2) Ann, (3) Mary, (4) Anthony, (5) Matthias, (6) Basil.

*Fourth Generation*

Abraham (son of John and Elizabeth Archer), b. abt. 1714; m. abt. 1735, Mary (last name unknown).

Issue: (1) Valentine, (2) James, (3) Abraham, (4) Elihu.

Jacob (son of John and Elizabeth Archer), b. abt. 1716; d. bet. 1748-1758; m. (name of wife unknown).

Issue: (1) Jacob, (2) Elizabeth.

John (son of John and Elizabeth Archer), b. abt. 1719; m. abt. 1744, Mary Leggett, dau. of Gabriel and Bridget Leggett.

Issue: (1) Bridget, (2) Gabriel, (3) Hannah, (4) Mary, (5) James, (6) Martha, (7) Sarah, (8) Catherine, (9) John.

Mary (dau. of John and Elizabeth Archer), b. abt. 1721; m. Daniel Secord, Jr., son of Daniel Secord and Catherine Woertman.

Issue: (1) Jeremiah, (2) Jonathan.

Jane (dau. of John and Elizabeth Archer), b. abt. 1724; d. 1793; m. Robert Reed.

Issue: (1) Isaac, (2) Jacob, (3) Phebe, (4) Elizabeth, (5) Jane, (6) Archer, (7) Robert, (8) John, (9) Elijah.

Rebecca (dau. of John and Elizabeth Archer), m. John Sneeden in 1764.

Issue: (1) Samuel, (2) Elisha, (3) Euphamy, (4) Elizabeth.

Benjamin (son of Benjamin Archer), b. abt. 1712; d. bet. 1780-1786; m. 1734, Esther (last name unknown).

Issue: (1) Benjamin, (2) John, (3) Sarah, (4) Rachel.

Jonathan, Jr. (son of Jonathan Archer), b. abt. 1717; m. Abigail (Hunt?), probably daughter of Caleb Hunt.

Issue: (1) Caleb, (2) Rebecca.

John (son of Jonathan Archer), b. abt. 1730; m. Mary (last name unknown).

Issue: (1) Jonathan, (2) Moses.

Sarah (dau. of Jonathan Archer), b. abt. 1735; m. Stephen Fowler, son of Moses Fowler and Sarah Archer.

Issue: (1) Miriam, (2) Moses, (3) Elijah.

Abigail (dau. of Jonathan Archer), b. abt. 1738; m. Jan. 21, 1757, Joshua Pell, Jr., son of Joshua Pell and Phebe Palmer.

Issue: (1) Joshua Pell III, (2) Joseph, (3) Phebe, (4) Jonathan Archer, (5) Abigail, (6) Mary, (7) Martha, (8) Tamar.

Ezekiel (son of Jonathan Archer), b. abt. 1740; d. 1773; m. June 9, 1763, Philena, dau. of William Tippett and Martha Hunt.

Issue: (1) Martha, (2) Abigail, (3) Ezekiel.

Sarah (dau. of Richard Archer and Sarah Valentine), b. abt. 1740; d. prior to Jan. 1794; m. James Odell, son of Joshua Odell and Sarah Jones.

Issue: (1) James, (2) Valentine, (3) Anthony.

Mary (dau. of Richard Archer and Sarah Valentine), b. abt. 1752; m. Robert Reed, son of Robert Reed and Jane Archer.

Issue: (1) Oliver, (2) Hannah, (3) Sarah, (4) Anna, (5) Charlotte.

Anthony (son of Richard Archer and Sarah Valentine), b. abt. 1746; d. Mar. 11, 1837; m. Margaret, dau. of Benjamin Mapes and Margaret De Voo [De Voe].

Issue: (1) Mapes, (2) Elijah, (3) Benjamin, (4) Richard, (5) Charles, (6) Sarah, (7) Mary, (8) Anthony, Jr., (9) Margaret, (10) Eliza, (11) Patty.

Matthias (son of Richard Archer and Sarah Valentine), b. abt. 1748; d. 1818; m. Sarah, dau. of Hendrick Odell and Sarah De Vaux.

Issue: (1) James, (2) Anthony, (3) Matthias, Jr., (4) Ann, (5) Margaret E.

*Fifth Generation*

James (son of Abraham and Mary Archer), b. abt. 1738; d. 1797; m. Marjorie (De Voe?).

Issue: (1) Stephen.

Abraham (son of Abraham and Mary Archer), b. abt. 1740; d. bet. 1803-1813; m. Rachel (last name unknown).

Issue: (1) Rachel, (2) Newman, (3) Benjamin, (4) Amos, (5) Eliab, (6) Stephen.

Bridget (dau. of John Archer and Mary Leggett), b. abt. 1745; d. prior to Mar. 25, 1786 (date of her father's will); m. Samuel Hitchcock, Dec. 1762.

Issue: (1) Hannah.

Gabriel (son of John Archer and Mary Leggett), b. abt. 1748; d. Apr. 13, 1808; m. Mar. 25, 1772, Susannah Hunt.

Issue: (1) Elizabeth, (2) Sarah, (3) John, (4) Phebe, (5) Esther, (6) James, (7) Mary, (8) Daniel, (9) Benjamin, (10) Susannah, (11) Isaac.

Hannah (dau. of John Archer and Mary Leggett), b. Mar. 6, 1750; d. Apr. 10, 1812; m. Archer Reed, son of Robert Reed and Jane Archer.

Issue: (1) Sarah, (2) Mary, (3) Elizabeth, (4) Archer, (5) John.

James (son of John Archer and Mary Leggett), b. 1752; d. Dec. 15, 1830; m. abt. 1779, Nancy, dau. of Joseph Vail, Sr., and Rachel Miller.

Issue: (1) Mary, (2) Phebe, (3) Elizabeth, (4) Euphemia, (5) Rachel, (6) Deborah, (7) Ann, (8) Cornelia Eleanor, (9) Martha Laney.

Martha (dau. of John Archer and Mary Leggett), b. June 1, 1754; d. May 7, 1841; m. William Green.

Issue: (1) Catherine, (2) Martha, (3) William Archer, (4) Isaac.

John (son of John Archer and Mary Leggett), b. May 26, 1760; d. Sept. 22, 1827; m. Susannah, dau. of Joseph Vail, Sr., and Rachel Miller.

Issue: (1) Elizabeth, (2) Nathaniel, (3) William, (4) Genet.

Benjamin (son of Benjamin and Esther Archer), b. 1735; d. Dec. 15, 1807; m. (1st) Nov. 21, 1761, Rachel, dau. of Daniel De Vouw and Rachel Martling; m. (2nd) Margaret Brown, June 14, 1784.

Issue by first marriage: (1) Daniel, (2) Mary, (3) Lydia, (4) Esther, (5) Goodheart, (6) Elizabeth.

Issue by second marriage: (7) William, (8) Catherine, (9) Rachel, (10) Samuel Doty.

John (son of Benjamin and Esther Archer), b. abt. 1736; d. 1793; m. Mary (last name unknown).

Issue: (1) Reuben, (2) John, (3) Sarah.

Caleb (son of Jonathan, Jr., and Abigail Archer), b. Mar. 28, 1741; d. May 1778; m. 1764, Aeltie Ecker Storme, dau. of Sybout Ecker and Aelte de Ronde and widow of Jacob Storme.

Issue: (1) Mary, (2) Caleb, (3) Alice, (4) Wilhelmenia, (5) Jonathan, (6) Joshua, (7) Abigail, (8) John.

Jonathan (son of John Archer—wife unknown), b. abt. 1753; d. 1820; m. Mary Ann (last name unknown).

Issue: (1) John, (2) Jonathan, (3) Caleb, (4) James, (5) Miriam, (6) Migle, (7) Elizabeth, (8) William.

Moses (son of John Archer—wife unknown), b. Jan. 1, 1757; d. Sept. 15, 1806; m. Elizabeth (last name unknown).

Issue: (1) Moses, Jr., (2) Eliza, (3) John, (4) Lydia G., (5) Sarah A., (6) Benjamin, (7) Hannah.

Elijah (son of Anthony Archer and Margaret Mapes), b. abt. 1777; d. Mar. 29, 1853; m. Hester, dau. of Peter and Sarah Nodine.

Issue: (1) Daniel.

Benjamin (son of Anthony Archer and Margaret Mapes), b. abt. 1783; d. bet. 1845-1862; m. Margaret Carrier, widow, bet. 1817-1818.

Issue: (1) Susan, (2) Margaret, (3) Charles.

Richard (son of Anthony Archer and Margaret Mapes), b. Mar. 7, 1785; d. Mar. 28, 1876; m. Apr. 3, 1808, Rachel W., dau. of Benjamin Archer and Margaret Brown.

Issue: (1) George H., (2) John, (3) William, (4) Nathaniel, (5) Anthony B., (6) Frederick A., (7) Richard, Jr.

Charles (son of Anthony Archer and Margaret Mapes), b. Sept. 8, 1787; d. Mar. 24, 1872; m. (1st) Mary Hartell; m. (2nd) Charlotte Brower.

Issue by first marriage: (1) Margaret, (2) Catherine Ann, (3) Henry.

Issue by second marriage: (4) Charles D., (5) Elijah M., (6) Henry Benjamin, (7) William S., (8) Eliza J.

Sarah (dau. of Anthony Archer and Margaret Mapes), m. Abraham, son of Samuel Wood and Amy Brundage.

Issue: (1) Mary Ann, (2) Phebe J., (3) Sarah.

Mary (dau. of Anthony Archer and Margaret Mapes), b. abt. 1783; d. 1863; m. Joseph Runyan.

Issue: (1) Ann, (2) Margaret.

James (son of Matthias Archer and Sarah Odell), b. abt. 1774; m. (name unknown).

Issue: (1) James Matthias, Jr., (2) William H.

Anthony (son of Matthias Archer and Sarah Odell), b. 1776; d. Aug. 4, 1821; m. Ann Lawrence.

Issue: (1) Albert, (2) Hannah, (3) Isaac.

Matthias, Jr., (son of Matthias Archer and Sarah Odell), b. Jan. 30, 1777; d. Apr. 30, 1839; m. Sarah (last name unknown).
Issue: (1) Susan H., (2) Julia, (3) Margaret, (4) Odell, (5) Charles.

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